



AGENDA
Special Presentation Meeting
Tuesday, November 21, 2023
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman, Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

- a. **2023-53:** A Resolution congratulating Palmetto High School Future Farmers of America for achieving statewide and national recognition; and other matters related thereto.

Hon. Cindy Wilson

3. PRESENTATION BY THE ZONE SERVICE INC.

Trecia DeShields (allotted 10 minutes)

4. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, November 21, 2023, 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. Cindy Wilson

3. APPROVAL OF MINUTES

October 3, 2023, October 17, 2023, November 7, 2023

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
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



4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

- a. 2023-038:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and Smurfit Kappa North America 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. [Project Purple Haze] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2023-040:** An Ordinance authorizing the execution and delivery of a fee-in-lieu-of-tax and incentive agreement by and between Anderson County, South Carolina and WC Fiber, LLC, acting for itself, one or more subsidiaries, affiliates, successors, assigns, lessors or other project sponsors, pursuant to which the county shall covenant to accept certain special source revenue credits with respect to certain facilities in the county; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2023-041:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (Workforce Housing) of Anderson and Greenville counties so as to enlarge the park to include certain property of Village of West Greenville, LLC; and other matters related thereto. [Project Woven] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. 2023-043:** 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 or companies known to the county at this time as Project Colorful, with respect to certain economic development property in the county, whereby such property will be subject certain payments in lieu of taxes including the provision of certain special source credits; and other matters related thereto. [Project Colorful]

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2023-044:** An Ordinance to lease real property located at 731 Michelin Boulevard to D&S Enterprises of Anderson, LLC D/B/A Heli-Plane Aviation and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. 2023-045:** An Ordinance to approve the grant of a right-of-way easement to Duke Energy Carolinas LLC, on real property owned by Anderson County, South Carolina, to be utilized for the new detention center; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- d. 2023-046:** 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 or companies known to the county at this time as Project White 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. [Project White]

Mr. Burriss Nelson (allotted 5 minutes)

- e. 2023-047:** 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 to include certain property of Project White; and other matters related thereto. [Project White]

Mr. Burriss Nelson (allotted 5 minutes)



7. ORDINANCE FIRST READING:

- a. 2023-042:** An Ordinance to amend the 2016 Anderson County Comprehensive Plan element of the population, economic development workforce, and a new element of resilience and all maps and materials contained therein; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

- b. 2023-048:** An Ordinance to provide for the issuance and sale of not exceeding eight million three hundred thousand dollars (\$8,300,000) aggregate principal amount of general obligation bonds of Anderson County, South Carolina, to prescribe the purposes for which the proceeds shall be expended, to provide for the payment therefore, and to provide for other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. 2023-049:** 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 an entity identified, by the county as Project Chauga, including any affiliates, related entities, and sponsor affiliates (collectively, 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 manufacturing facilities in the county (The "Project"); (2) The benefits of a multi-county industrial or business park to be made available to the company and the project and the distribution of revenues generated from the project within the county; (3) Certain special source revenue credits in connection with the project; and (4) other matters relating thereto. [Project Chauga]

Mr. Burriss Nelson (allotted 5 minutes)

- d. 2023-050:** An Ordinance authorizing the execution and delivery of a special source revenue credit agreement by and between Anderson County, South Carolina and [Project Austin], with respect to special source revenue credits to be applied against fee in lieu of tax payments related to certain investments in the county; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- e. 2023-051:** 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. [Project Austin]

Mr. Burriss Nelson (allotted 5 minutes)

- f. 2023-052:** An Ordinance authorizing the execution of an infrastructure credit agreement by and between Anderson County and Project Trust providing for payments in lieu of taxes, the issuance of special source revenue credits, the inclusion of the property in a multi-county park; and other matters related thereto. [Project Trust]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

- a. 2023-052:** A Resolution identifying a project to satisfy the requirements of Title 12, Chapter 44 of the South Carolina Code, so as to allow investment expenditures incurred by a company known to the county at this time as Project Chauga, its affiliates and related entities, to qualify as expenditures eligible for a fee-in-lieu of taxes arrangement with Anderson County, South Carolina; and other matters related thereto. [Project Chauga]

Mr. Burriss Nelson (allotted 5 minutes)

9. APPOINTMENTS:

- a. Museum Advisory Committee-District #2**

Mr. Glenn Davis



10. REQUEST BY COUNCIL:

- a. Anchored in His Grace Ministry-All Districts
- b. Tackling the Streets-All Districts
- c. The Zone Service Inc-All Districts
- d. Connect Powdersville-District 6

11. ADMINISTRATOR'S REPORT:

- a. Building and Codes Report
- b. Budget Transfers
- c. Special Projects

12. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

13. REMARKS FROM COUNCIL

14. 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 NO. 2023-053

A RESOLUTION CONGRATULATING PALMETTO HIGH SCHOOL FUTURE FARMERS OF AMERICA FOR ACHIEVING STATEWIDE AND NATIONAL RECOGNITION; AND OTHER MATTERS RELATED THERETO.

Whereas the Palmetto chapter of the National FFA (Future Farmers of America) organization, which re-chartered in 2020 to include the new agricultural program at Palmetto High School, achieved 3 stars in the National Chapter Award Program; and

Whereas the National Chapter Award Program evaluates chapters in all fifty states and two U.S. territories in the areas of Building Communities, Strengthening Agriculture, and Growing Leaders; and

Whereas the Palmetto FFA was selected as a Gold Chapter at the SCFFA State Convention in June, signifying it as one of the 12 best chapters in the state, after which the Chapter progressed to the National level with the opportunity to earn between one to three stars, ultimately earning the most distinguished level: three stars, which indicates the Palmetto FFA is going above and beyond with innovative, goal-oriented, and student-led events to fulfill the FFA's mission of making a positive difference in the lives of students by developing their potential for premier leadership, personal growth, and career success through agricultural education; and

Whereas the Palmetto FFA's award-winning application included organizing the Farm Fest in West Pelzer, being engaged with multiple community events in Williamston's Mineral Springs Park, and competition at the National FFA Convention in Indianapolis;

Now, therefore, be it resolved this twenty-first day of November 2023, in meeting duly assembled, that the Anderson County Council hereby congratulates the Palmetto High School FFA for its achievement and for bringing positive national recognition to Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

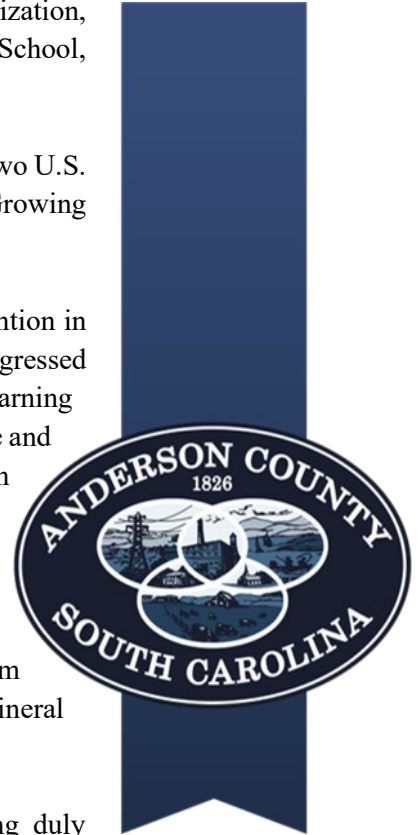
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 3, 2023

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
JOHN WRIGHT
GLENN DAVIS
GREG ELGIN
BRETT SANDERS (VIA WEBEX)
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 we're going to move on to item number 2(a), Resolutions
3 and Proclamations. Be 2(a), 2023-047, Honorable
4 Councilman Wilson. Ms. Wilson.

5 CINDY WILSON: Thank you, Mr.
6 Chairman. This is a resolution honoring the
7 extraordinary life of the late great Dr. William
8 McMurtrey "Mack" Burriss, an iconic figure in the
9 history of animal welfare in Anderson County; and other
10 matters related thereto.

11 Whereas, Dr. William McMurtrey "Mack" Burriss, a
12 sixth-generation Andersonian who served his country and
13 shaped the life of his community with great distinction
14 over the past century, passed away on September 8,
15 2023, at 101 years of age; and

16 Whereas, Dr. Burriss, whose roots in Anderson
17 stretched back to 1760 when his 4th great grandfather
18 moved here from Virginia, was a 1939 graduate of Boys
19 High, a 1943 graduate of the Auburn University School
20 of Veterinary Medicine, a commissioned officer of the
21 Army Veterinary Corps during World War II, and a
22 Captain and commanding officer of the Veterinary Corps
23 Food Inspection Division during the Korean War; and

24 Whereas, Dr. Burriss returned to Anderson following
25 World War II, taking over his father's veterinary
26 practice, Burriss Animal Hospital, the first animal
27 hospital in Anderson County's history, and practiced
28 there for many decades while also serving in numerous
29 leadership positions in the community, including many
30 years as president of the Anderson County Humane
31 Society, playing a pivotal role in building the
32 Anderson County Animal Shelter that was named in his
33 honor; and

34 Whereas, in addition to his work on behalf of the
35 animals of Anderson County, Dr. Burriss was also
36 instrumental in shaping public education in Anderson as
37 we know it as the Chairman of Anderson School District
38 Five's Board of Trustees for more than a quarter of a
39 century and as a trustee for 35 years in total,
40 receiving innumerable honors, awards, and recognition
41 over the course of his life for his leadership and
42 service to our community;

43 Now, therefore, be it resolved, in a meeting duly
44 assembled this third day of October 2023, that the
45 Anderson County Council, on behalf of the citizens and
46 animals of a grateful county, expresses its deepest
47 condolences to Dr. Burriss' family, while celebrating
48 his extraordinarily full and meaningful life. He was a
49 gentleman, a scholar, an Andersonian, a family man, and
50 a lover of all animals. He will be greatly missed.

1 May I put that in the form of a motion?

2 TOMMY DUNN: We have a

3 motion. Do we have a second.

4 JOHN WRIGHT: Second.

5 TOMMY DUNN: Second by

6 Councilman Wright. Any discussion? All in favor of

7 the motion show of hands. All opposed like sign. Show

8 the motion carries unanimously.

9 Ms. Wilson.

10 CINDY WILSON: May we all join

11 the Burriss family down front.

12 **PRESENTATION OF RESOLUTION**

13 **APPLAUSE**

14 TOMMY DUNN: That will

15 conclude this part of our Council meeting. We'll

16 adjourn now. We'll reconvene back at 6:30 to start our

17 regular Council meeting.

18 **NO AUDIO FOR PROCLAMATION**

19

20 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 3, 2023

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
JOHN WRIGHT
GLENN DAVIS
GREG ELGIN
BRETT SANDERS (VIA WEBEX)
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 let me call the regular Anderson County Council meeting
3 of October 3rd to order. We welcome each and every one
4 of y'all here tonight. Thank y'all for coming.

5 First of all, I want to let everybody know, Mr.
6 Sanders couldn't be here tonight. He's tested positive
7 for Covid. But he is on Zoom and he will be voting
8 tonight and be listening in on our discussion.

9 At this time if we'd all rise as I give us the
10 invocation and pledge of allegiance.

11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY TOMMY DUNN**

12 TOMMY DUNN: Moving on to
13 item number 3, approval of minutes. We have not
14 received the minutes of September the 5th or September
15 the 19th. We'll be moving on.

16 Moving on to item number 4, citizens comments. As
17 Mr. Harmon, our attorney, calls your name, please step
18 forward, address the chair. You have three minutes.
19 And keep the matters on agenda items only this first
20 go-around. Mr. Harmon. And please, also, state your
21 name and district for the record. Thank you, Mr.
22 Harmon.

23 LEON HARMON: Mr. Chairman,
24 first speaker is Will Ragland.

25 WILL RAGLAND: Good evening.
26 I'm Will Ragland in District 7. I live in Pelzer. I'm
27 here tonight to talk a little bit about Mill Town
28 Players and ask for the council's support this year.
29 We are a community theater, a nonprofit organization,
30 and we're about to start our tenth season in Pelzer.
31 And we're very proud to be a South Carolina Community
32 Theater. And we're very proud to present shows that
33 people get to come sit to that are quality and also
34 affordable. And that's really important to us.

35 Where most community theaters in the upstate are
36 charging between \$25 to \$40; we charge \$12. In order
37 to do that we need support from folks to help us fund
38 our operation and our productions. And we're proud to
39 feature all local talent. Everything you see on our
40 stages is created here in our community. We only have
41 three employees, all of which live within Anderson
42 County.

43 And I've got some projects I'm trying to finish in
44 preparation for our 10th season involving some lighting
45 upgrades for safety purposes. And also replacing some
46 of the permanent seating with some stackable chairs so
47 that we can remove them for folks who use wheelchairs.

48 So we've got a few improvements we're trying to
49 work on. This is in the Historic Pelzer auditorium,
50 which was built in 1920. So we do have some challenges

1 to deal with over time. And I hope that you will
2 please consider supporting us. I'm asking for \$500
3 from each district so that we can complete these tasks
4 for our 10th season.
5 Thank you very much.
6 TOMMY DUNN: Thank you.
7 Mr. Harmon.
8 LEON HARMON: Mr. Chairman,
9 next speaker is Mital (phonics) Patel.
10 MITAL PATEL: My name is
11 Nital Patel and I am called -- I am here regarding road
12 closure. I'm requesting for a road closure, District
13 4, in Pendleton. It is extremely dangerous because
14 people are cutting through the parking lot that me and
15 my husband own. And what we are planning to do is we
16 are planning to combine the three lots together and
17 make a big complex. So we are requesting the road
18 closure.
19 So if you could, you know, approve that that would
20 be very good. Thank you.
21 TOMMY DUNN: Thank you.
22 Mr. Harmon.
23 LEON HARMON: Mr. Chairman,
24 no one else is signed up.
25 TOMMY DUNN: Thank you, Mr.
26 Harmon.
27 We're going to move on now to item number 5(a),
28 Ordinance third reading, 2023-034, an Ordinance to
29 amend section 2-1053, related to marriage ceremonies in
30 government offices, of the Anderson County Code of
31 Ordinances; and other matters related thereto.
32 This here is our Probate Judge asked for this. And
33 this has come before Council. It's third reading.
34 It's an increase of fee. And so at this time there
35 will be a public hearing. Anyone wishing to speak to
36 this matter, please step forward, state your name and
37 district, address the chair, and you have three
38 minutes. Anyone at all?
39 Public hearing will be closed. Do we have a motion
40 to move this forward? Motion Ms. Wilson. Do we have a
41 second?
42 JOHN WRIGHT: Second.
43 TOMMY DUNN: Second
44 Councilman Wright. Any discussion? All in favor of
45 the motion show of hands. All opposed like sign. Show
46 the motion ---
47 BRETT SANDERS: Aye.
48 TOMMY DUNN: Mr. Sanders is
49 an aye, so it's unanimous.
50 Moving on to item number 6(a), second reading.

1 This is 2023-036, an Ordinance to approve an
2 intergovernmental agreement with the City of Anderson
3 for the sale of real property; and other matters
4 related thereto.
5 Do we have a motion to put this on the floor?
6 GREG ELGIN: So moved.
7 TOMMY DUNN: Motion by Mr.
8 Elgin; second by Ms. Wilson. Open the floor up for
9 discussion. This is pertaining to the old animal
10 shelter on 28 Bypass. We've got to have this done
11 because this was donated to the county years ago
12 through the city. We've got some interest in this and
13 that's in a nutshell what brings us to this and the
14 reason we've been asked to put this out and get this
15 down to where we can get it in some kind of form for a
16 sale. Anymore discussion? All in favor of the motion
17 show of hands.
18 Mr. Sanders?
19 BRETT SANDERS: Aye.
20 TOMMY DUNN: All opposed.
21 Show the motion carries unanimously.
22 We're going to move on to item number 7(a), first
23 reading. This is an Ordinance authorizing the
24 execution and delivery of a free in lieu of tax and
25 special source credit agreement by and between Anderson
26 County, South Carolina ---
27 LEON HARMON: Mr. Chairman,
28 you missed item 6(b).
29 TOMMY DUNN: Okay. Got you.
30 That's right. I'm sorry. That's on me.
31 This is going to Ordinance's second reading, 6(b),
32 2023-037. This is an Ordinance to approve the Anderson
33 County Solid Waste Management Plan (2023 Update). And
34 we do this every year. Last time it was in title only.
35 Do we have a motion to put this on the floor?
36 GREG ELGIN: So moved.
37 TOMMY DUNN: Motion Ms.
38 Wilson; second by Councilman Elgin. Open the floor up
39 for discussion. Anyone have anything? Ms. Wilson.
40 CINDY WILSON: I'd like to
41 point out that the state requires us to do an updated
42 management plan and the Solid Waste Committee did a
43 masterful job, along with Mr. Greg Smith, putting all
44 of this together. So we greatly appreciate it.
45 TOMMY DUNN: Thank you for
46 those words, Ms. Wilson. Anyone else? All in favor of
47 the motion show of hands. Mr. Sanders?
48 BRETT SANDERS: Aye.
49 TOMMY DUNN: All opposed?
50 Show the motion carries unanimously.

1 Now we'll move on, if it's all right with Mr.
2 Harmon, to 7(a), Ordinance first reading, 2023-038, an
3 Ordinance authorizing the execution and delivery of a
4 fee in lieu of tax and special source credit agreement
5 by and between Anderson County, South Carolina and a
6 company known to the county at this time as Project
7 Purple Haze with respect to certain economic
8 development property in the county, whereby such
9 property will be subject to certain payments in lieu of
10 taxes, including the provision of certain special
11 source credits; and other matters related thereto.
12 Again, Project Purple Haze. I love who comes up with
13 these names.

14 Do we have a motion to put this on the floor?

15 CINDY WILSON: So moved.

16 JOHN WRIGHT: Second.

17 TOMMY DUNN: Motion Ms.

18 Wilson; second Councilman Wright. Open the floor up
19 for discussion. Mr. Nelson.

20 BURRISS NELSON: Thank you, Mr.

21 Chairman, members of council. This is a project, \$68
22 million in capital investment. These folks are in the
23 packaging industry. And they having -- creating 215
24 jobs with an average pay of \$23.90 an hour which is
25 well above our county average. New annual addition --
26 annual additional payroll \$10.2 million over -- \$10.2
27 million annually. And then taxes paid in 2021,
28 \$25,000, and anticipated taxes in '24 will be \$53,000.
29 And over 30 years, a property tax of \$11.9 million.
30 First year community impact \$64 million dollars and
31 over a 30 year period the community total impact \$447
32 million. Thank you, Mr. Chairman.

33 TOMMY DUNN: Thank you. Any
34 more discussion? All in favor of the motion show of
35 hands. Mr. Sanders.

36 BRETT SANDERS: Aye.

37 TOMMY DUNN: Mr. Sanders
38 votes aye, approval. Any opposition? Show the motion
39 carries unanimously.

40 We're going to move on now to item number 7(b),
41 2023-039, an Ordinance authorizing the execution and
42 delivery of a fee in lieu of tax agreement by and
43 between Anderson County, South Carolina and a company
44 or companies known to the county at this time as
45 Project Connector, with respect to certain economic
46 development property in the county, whereby such
47 property will be subject to certain payments in lieu of
48 taxes, including the provision of certain special
49 source credits; and other matters related thereto.

50 Do we have a motion to put this on the floor?

1 CINDY WILSON: So moved.
2 TOMMY DUNN: Motion Ms.
3 Wilson. Do we have a second?
4 JOHN WRIGHT: Second.
5 TOMMY DUNN: Councilman
6 Wright. Any -- Mr. Nelson.
7 BURRISS NELSON: Thank you, Mr.
8 Chairman and members of council. This is a \$5.2
9 million capital investment, creating 28 jobs with an
10 average pay of \$19.38 an hour. New annual payroll will
11 be a little over a million dollars. And this company
12 makes high end hydraulic hoses and connectors, hence
13 the name. That one makes a little more sense I think.
14 But anyhow, taxes paid at that location last year
15 \$9,825. New projected taxes \$29,000. And over 30
16 years \$491,000. First year community impact \$7.2
17 million, and over a 30 year period \$54 million -- \$54.8
18 million. Thank you, Mr. Chairman.
19 TOMMY DUNN: Thank you.
20 Anymore discussion? All in favor of the motion show of
21 hands. Mr. Sanders. Somebody wake Mr. Sanders up.
22 Mr. Sanders.
23 BRETT SANDERS: I'm aye. I'm
24 sorry. Technical difficulties.
25 TOMMY DUNN: You're an aye
26 for this? You vote yay?
27 BRETT SANDERS: Yes, sir, I'm
28 an aye.
29 TOMMY DUNN: Any opposition?
30 Show the motion carries unanimously.
31 Moving on now to item number 8(a), 2023-042, a
32 Resolution expressing intent to cease county
33 maintenance on and to authorize county consent to
34 judicial abandonment and closure of a non-road
35 designated as C-4-36A; and other matters related
36 thereto.
37 This is in District 4. This is in Mr. Sanders'
38 district. Open the floor up for a motion. Mr.
39 Sanders?
40 BRETT SANDERS: I make the
41 motion.
42 TOMMY DUNN: Mr. Sanders
43 makes a motion to ---
44 BRETT SANDERS: Abandon the
45 road.
46 TOMMY DUNN: --- abandon the
47 road.
48 BRETT SANDERS: I've been up
49 there. It is a dangerous place between two buildings.
50 I'm fine with it, and I've had no calls against it.

1 TOMMY DUNN: You heard Mr.
2 Sanders. Do we have a second?
3 CINDY WILSON: Second.
4 TOMMY DUNN: Second by Ms.
5 Wilson. Open the floor up for anymore discussion.
6 All in favor of the motion show of hands. Mr.
7 Sanders?
8 BRETT SANDERS: Aye.
9 TOMMY DUNN: All opposition?
10 Show the motion carries unanimously, with Mr. Sanders
11 voting in the affirmative.
12 We're going to move on now to item number 8(b),
13 Resolution number 8(b), 2023-043, a Resolution
14 authorizing the execution and delivery of an inducement
15 agreement by and between Anderson County, South
16 Carolina and Project Purple Haze, whereby, under
17 certain conditions, Anderson County will execute a fee
18 in lieu of tax and special source credit agreement with
19 respect to a project in the county whereby the project
20 would be subject to payment of certain fees in lieu of
21 taxes, and whereby project/company will be provided
22 certain credits against fee payments in reimbursement
23 of investment in related qualified infrastructure; and
24 other matters related thereto. Project Purple Haze.
25 I'm going to say that every chance I get.
26 BURRISS NELSON: Thank you, Mr.
27 Chairman, and members of Council. This is just the
28 agreement, again, stated in the Resolution for the \$68
29 million in capital investment; 215 jobs with an average
30 hourly pay rate of \$23.90 an hour, and an annual
31 payroll of \$10.2 million.
32 TOMMY DUNN: This is just
33 making -- going along, making what we done on 7(a) a
34 legal thing? Do we have a motion to move this forward?
35 CINDY WILSON: So moved.
36 TOMMY DUNN: Motion Ms.
37 Wilson. Do we have a second?
38 GLENN DAVIS: Second.
39 TOMMY DUNN: Second by
40 Councilman Glenn Davis. Any discussion?
41 CINDY WILSON: May I?
42 TOMMY DUNN: Ms. Wilson.
43 CINDY WILSON: I did want to
44 disclose that I called Mr. Burriss Nelson earlier in
45 the day concerned with the name of the project and he
46 assured me it had nothing to do with marijuana or LSD
47 or any of that, and it's a very worthy project.
48 Thank you.
49 TOMMY DUNN: Okay. That's
50 good. Any more? All in favor of the motion show of

1 hands. Mr. Sanders?
2 BRETT SANDERS: Aye.
3 TOMMY DUNN: Any opposition?
4 Show the motion carries unanimously.
5 We're going to move on now, this will be item
6 number 8(c), 2023-044, a Resolution authorizing the
7 execution and delivery of an inducement agreement by
8 and between Anderson County, South Carolina and Project
9 Connector, whereby, under certain conditions, Anderson
10 County will execute a fee in lieu of tax and special
11 source credit agreement with respect to an industrial
12 project in the county whereby the project would be
13 subject to payment of certain fees in lieu of taxes,
14 and whereby project/company will be provided certain
15 credits against fee payments in reimbursement of
16 investment in related qualified infrastructure; and
17 providing for related matters. This is Project
18 Connector.
19 Do we have a motion to put this on the floor?
20 CINDY WILSON: So moved.
21 TOMMY DUNN: Motion Ms.
22 Wilson. Do we have a second?
23 GLENN DAVIS: I'll second it.
24 TOMMY DUNN: Second by
25 Councilman Glenn Davis. Open the floor up for
26 discussion. This is just the same thing we done above
27 on 7(b), but this is going -- I mean 8(b), this is the
28 same thing; we're doing this in relationship to 7(b).
29 Mr. Nelson, do you have anything you'd like to add?
30 BURRISS NELSON: Thank you, Mr.
31 Chairman, members of Council. This is just restating
32 the contract agreement we have with the company for
33 \$5.2 million and 28 jobs paying \$19.00 an hour. And
34 that comes -- I appreciate it and thank you for the
35 opportunity, sir.
36 TOMMY DUNN: Thank you.
37 Anymore discussion? All in favor of the motion
38 show of hands. Mr. Sanders.
39 BRETT SANDERS: Affirmative.
40 TOMMY DUNN: Any opposition?
41 Show the motion carries unanimously.
42 Mr. Nelson, appreciate you and your team. Thank
43 you.
44 BURRISS NELSON: Thank you for
45 your support. Thank you so much.
46 TOMMY DUNN: We're going to
47 move on now to 8(d), 2023-046, a Resolution to approve
48 a purchasing/credit card program through Synovus Bank
49 to be administered by the County's Finance Department;
50 and other matters related thereto.

1 Who wants to take this for a second? Mr. Harmon?
2 LEON HARMON: Yes, sir, Mr.
3 Chairman and members of Council. This is a resolution
4 to approve the P-card program through Synovus Bank that
5 would be administered by our Finance Department. It's
6 essentially a line of credit for \$500,000.00. And it
7 authorizes the chairman to sign the application form
8 for the program.
9 TOMMY DUNN: I didn't know I
10 was worth \$500,000.00. Pretty good. So anybody out
11 there that wants to know what we need a credit card for
12 a half a million for, what this is for?
13 LEON HARMON: It's for travel
14 and incidental expenses that the county incurs from
15 time to time.
16 TOMMY DUNN: And this bank
17 -- this card is coming through the recommendation --
18 I'm just asking now --- through the Treasurer's office?
19 LEON HARMON: Yes.
20 TOMMY DUNN: As far as this
21 bank it comes through?
22 LEON HARMON: Yes, sir.
23 TOMMY DUNN: That's who he's
24 changed and wants to do banking business with?
25 LEON HARMON: He's doing
26 banking business with Synovus Bank. That's correct.
27 TOMMY DUNN: For the
28 treasurer to keep everything in line?
29 LEON HARMON: Yes, sir.
30 JIMMY DAVIS: It's multiple
31 credit cards. We're not talking about just one?
32 LEON HARMON: Yes. It's
33 multiple credit cards. Yes, sir.
34 TOMMY DUNN: And we've got a
35 -- we do have a procedure in place on credit card use.
36 We implemented it years ago.
37 LEON HARMON: We do.
38 JIMMY DAVIS: And this is
39 just replacing the bank -- credit card bank that we
40 were using before. This is nothing that we don't have
41 now. It's just we're switching banks with the credit
42 cards.
43 LEON HARMON: Basically just
44 switching banks. Correct.
45 CINDY WILSON: So it just
46 simply adheres to our current credit card policy?
47 TOMMY DUNN: That's right.
48 Do we have a motion to move this forward?
49 JIMMY DAVIS: So moved.
50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Mr.
2 Jimmy Davis and second Ms. Wilson. Now, any more
3 discussion? All in favor of the motion show of hands.
4 Mr. Sanders?
5 BRETT SANDERS: Affirmative.
6 TOMMY DUNN: Any opposition?
7 Show the motion carries unanimously.
8 We're going to move on to item number 9(a), change
9 order approval, bid number 24-002; ACTC #134
10 Resurfacing Project. Who wants to handle this?
11 RUSTY BURNS: Anderson County
12 received bids on August 17th for the ACTC 134
13 resurfacing project. That's full depth patching. We
14 had two contractors to submit a bid. County staff and
15 our engineers recommend award to the low bidder, Rogers
16 Group of Greer, South Carolina. The total price of the
17 project is \$1,386,834.80. Staff is requesting approval
18 of the bid at this time.
19 TOMMY DUNN: Do we have a
20 motion to move this forward?
21 CINDY WILSON: So moved.
22 TOMMY DUNN: Motion Ms.
23 Wilson. Have a second?
24 GREG ELGIN: Second.
25 TOMMY DUNN: Second
26 Councilman Elgin. Any discussion? All in favor of the
27 motion show of hands. Mr. Sanders?
28 BRETT SANDERS: Affirmative.
29 TOMMY DUNN: Any opposition?
30 Show the motion carries unanimously.
31 We're going to move on now to item number 10,
32 report from the Short Term Rental Adhoc Committee
33 meeting held on September 21st. Chairman Wright.
34 Chairman.
35 JOHN WRIGHT: Thank you, Mr.
36 Chairman. We did meet on September the 21st. We had a
37 good turnout from the public, which is always good to
38 have. We also had about 13 or so people that stood up
39 and spoke at the meeting. We had good discussion as a
40 committee and also had several comments from the
41 public. Most of the folks that did offer comment were
42 in the business of doing short term rentals in some
43 form or fashion. And so it was good to hear their take
44 and their perspective.
45 We also had a sample ordinance that was drafted in
46 South Carolina Association of Counties that was
47 discussed. To be perfectly clear, so there's no
48 confusion, this was not an ordinance that we as a
49 committee or I don't think Council ever planned to take
50 up and adopt right away, but rather for discussion with

1 the public and the committee and ultimately just to
2 decide, number one, do we need something in the form of
3 an ordinance for Anderson County short term rentals.

4 Number two, let's get something in place that
5 everybody can feel good about. So it was a good
6 discussion. Obviously a lot to consider when you talk
7 about things like code enforcement, emergency
8 management, among other items that need to be
9 considered, zoning, things like that. And so I expect
10 this to be an ongoing conversation that we have in the
11 short term rental community, the citizens of Anderson
12 County, and the overall general public before we get to
13 a point of being able to bring something to council.

14 So we have not set a date for a future meeting but
15 upon doing so we will certainly make sure that Council
16 and the rest of the community has plenty of awareness
17 and notice so that they can come and attend and give
18 their input. Thank you.

19 TOMMY DUNN: Thank you,
20 Chairman Wright.

21 JOHN WRIGHT: And I'll
22 entertain any questions that Council may have.

23 TOMMY DUNN: Anybody have
24 anything for Mr. Wright.

25 I appreciate the work on this and appreciate the --
26 because I think we got a little flack from some people
27 wanting to just complain about something in my opinion
28 about the Ordinance coming -- all that come from was
29 the association -- just a talking point. Never
30 anything said on that. That was just something brought
31 forward, had to have somewhere to start to talk about
32 it. That's what that was. And I appreciate all
33 y'all's work on this and look forward to working with
34 you.

35 JOHN WRIGHT: Yes, sir.
36 Thank you.

37 TOMMY DUNN: Thank you.

38 CINDY WILSON: Do you suppose
39 that all came from the Wall Street Journal article
40 where New York City is practically shutting them down.
41 They thought maybe that was happening here?

42 TOMMY DUNN: There a lot of
43 that. It's a problem. One thing I'll say, it is a
44 problem from east coast to west coast, north and south;
45 all over this country. No doubt about it.

46 JOHN WRIGHT: And I will say,
47 Mr. Chairman, one thing I didn't mention. Mr. Burns
48 made the mention, I think we have about 450 short term
49 rentals in Anderson County.

50 RUSTY BURNS: Correct. Yes,

1 sir.
2 JOHN WRIGHT: If that's
3 right. So just to kind of give people an idea of how
4 many we have currently that we're aware of.
5 TOMMY DUNN: Exactly. I was
6 just fixing to say, that's 450 we know of.
7 JOHN WRIGHT: Yes, sir. So
8 it was a good meeting.
9 CINDY WILSON: When do they
10 start paying their taxes, their accommodations taxes?
11 TOMMY DUNN: Exactly.
12 So we'll move on now to item number 11 -- if nobody
13 has anything else on that topic -- report from the
14 Public Safety Committee meeting held on September 22,
15 2023, Chairman Glenn Davis. Chairman.
16 GLENN DAVIS: Thank you, Mr.
17 Chairman. On September 22nd we had the Public Safety
18 Committee meeting. We had a representative from
19 MedShore and they was asking for a -- to increase
20 Priority II response compliance times. There was
21 discussion going back and forth, and we decided instead
22 of just outright giving them a time, that for a two-
23 month trial period we're going to increase it to like
24 12 minutes. So at the end of two months, they're going
25 to come back, we're going to see where they're at,
26 we're going to look at it again and decide a course of
27 action from that trial. That was what the committee
28 suggested.
29 Mr. Elgin, if I'm leaving anything out ...
30 GREG ELGIN: There was
31 basically no action taken until we get everything back
32 together. Is that correct? So no action taken.
33 TOMMY DUNN: Go ahead.
34 GREG ELGIN: The time was
35 16.59; am I correct? So not 12. It was to 16.59.
36 TOMMY DUNN: Could I -- if
37 it's all right with you, Mr. Chairman, I'd like to ask
38 Mr. McCown to step forward and just go over just a
39 little bit of the things; what got us here and why did
40 the committee sort of see -- I think it was the staff
41 went along with the recommendation maybe to do this.
42 MR. MCCOWN: (Inaudible.)
43 TOMMY DUNN: Mr. McCown,
44 would you mind, just for the folks that don't know what
45 a Priority II is?
46 MR. MCCOWN: Priority II is
47 like a non-life-threatening call. These are people who
48 call a lot (inaudible).
49 TOMMY DUNN: And Mr. McCown,
50 do you have any data whatsoever before we changed over

1 to the system we have now, what was the average
2 response time on Priority II before, when we had the
3 ---
4 MR. MCCOWN: (Inaudible.)
5 TOMMY DUNN: So before it
6 could have been 22 minutes?
7 MR. MCCOWN: (Inaudible.)
8 TOMMY DUNN: And I think you
9 told me here a while back, it might have been last year
10 when you was out in San Diego, they was having some
11 response times around over an hour, wasn't they, or two
12 hours?
13 MR. MCCOWN: (Inaudible.)
14 TOMMY DUNN: Well, keep us
15 informed. Councilman Wright.
16 JOHN WRIGHT: One comment, or
17 I guess question, for Mr. McCown. I know you said we
18 weren't tracking Priority II calls under the old
19 system. But would it be safe to say that our Priority
20 II average time in the new system is better than the
21 Priority I call average in the old system? I would say
22 it would be pretty close.
23 MR. MCCOWN: (Inaudible.)
24 JOHN WRIGHT: But what was
25 our Priority I average time in the old system?
26 MR. MCCOWN: (Inaudible.)
27 JOHN WRIGHT: Barely. That's
28 right. I know it was a little over 50.
29 MR. MCCOWN: (Inaudible.)
30 TOMMY DUNN: How is the
31 staffing issues right now, Mr. McCown?
32 MR. MCCOWN: Staffing is
33 good right now. They do have a few openings. However,
34 those are for people who have gone on to other things,
35 nursing or they've gone (inaudible).
36 TOMMY DUNN: What about
37 hours on our QRVs? Our staffing on our QRVs, how is
38 it?
39 MR. MCCOWN: Our QRVs are
40 doing good. That's what I said. I don't know about
41 MedShore. I know their staffing is good right now
42 because (inaudible). Our QRVs, we do have some
43 openings right now (inaudible).
44 TOMMY DUNN: Thank you.
45 Anyone else? Appreciate y'all. Thank you.
46 Thank you, Mr. Chairman.
47 GLENN DAVIS: Yes, sir.
48 TOMMY DUNN: We're going to
49 move on now, request from Council members.
50 Councilman Sanders.

1 BRETT SANDERS: Thank you, Mr.
2 Chairman. I would like to, out of my special
3 appropriations account, do \$500 to the Mill Town
4 Players. I would also, if I could join them, the Just
5 Jeanie Media Foundation \$200. And I'll put that in the
6 form of a motion, sir.
7 CINDY WILSON: Second.
8 TOMMY DUNN: We have a
9 motion by Mr. Sanders; second by Ms. Wilson. Any
10 discussion? All in favor of the motion show of hands.
11 All opposed like sign. Show the motion carries
12 unanimously.
13 Moving on to Councilman Jimmy Davis.
14 JIMMY DAVIS: Thank you, Mr.
15 Chair. From the District 6 special rec account, I'd
16 like to appropriate \$500 for the Mill Town Players.
17 Make that in the form of a motion.
18 TOMMY DUNN: We have a
19 motion by Jimmy Davis. Do we have a second?
20 CINDY WILSON: Second.
21 GREG ELGIN: Second.
22 TOMMY DUNN: Second Mr.
23 Elgin. Any discussion? All in favor of the motion
24 show of hands. All opposed like sign. Show the motion
25 carries unanimously.
26 Moving on now to Councilman Glenn Davis.
27 GLENN DAVIS: Thank you, Mr.
28 Chairman. Out of District 2's special appropriations
29 account, I'd like to appropriate \$500 to the Mill Town
30 Players. Put that in the form of a motion.
31 TOMMY DUNN: We have a
32 motion. Do we have a second?
33 CINDY WILSON: Second.
34 TOMMY DUNN: Second Ms.
35 Wilson. Any discussion? All in favor of the motion
36 show of hands. All opposed like sign.
37 BRETT SANDERS: Aye.
38 TOMMY DUNN: Mr. Sanders
39 votes affirmative. Any opposition. Show the motion
40 carries unanimously.
41 Moving on now to Councilman Elgin.
42 GREG ELGIN: Yes, sir. Out
43 of District 3's appropriations account, I'd like to
44 make a motion to give \$500 to Mill Town Players.
45 TOMMY DUNN: We have a
46 motion. Do we have a second?
47 JOHN WRIGHT: Second.
48 TOMMY DUNN: Second
49 Councilman Wright. Any discussion? All in favor of
50 the motion show of hands. Mr. Sanders?

1 BRETT SANDERS: Aye.
2 TOMMY DUNN: Any opposition?
3 Show the motion carries unanimously.
4 We're going to move on now to Councilman Wright.
5 JOHN WRIGHT: Thank you, Mr.
6 Chairman, out of the District 1 special rec account,
7 I'd like to appropriate \$500 to the Mill Town Players.
8 Put that in the form of a motion.
9 TOMMY DUNN: We have a
10 motion by Mr. Wright. Have a second?
11 CINDY WILSON: Second.
12 TOMMY DUNN: Second Ms.
13 Wilson. Any discussion? All in favor of the motion
14 show of hands. Mr. Sanders.
15 BRETT SANDERS: Aye.
16 TOMMY DUNN: Show Mr.
17 Sanders votes affirmative. Any opposition? Show the
18 motion carries unanimously.
19 Moving on to Ms. Wilson.
20 CINDY WILSON: Thank you, Mr.
21 Chairman. The first appropriation for District 7 would
22 be for the Palmetto High School Fishing Team; second in
23 the nation recently, \$1271.96 for some equipment that
24 they need for their program. And the second will be
25 Mill Town Players \$500 for their program and equipment
26 needs.
27 TOMMY DUNN: Do we have a
28 second?
29 JOHN WRIGHT: Second.
30 TOMMY DUNN: Second by
31 Councilman Wright. Any discussion? All in favor of
32 the motion show of hands. Mr. Sanders?
33 BRETT SANDERS: Affirmative.
34 TOMMY DUNN: Show the motion
35 carries -- any opposition? Show the motion carries
36 unanimously.
37 Out of District 5's special appropriations account
38 \$500 for Mill Town Players. Put that in the form of a
39 motion.
40 JOHN WRIGHT: Second.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Second
43 Councilman Wright. Any discussion? All in favor of
44 the motion show of hands. Councilman Sanders?
45 BRETT SANDERS: Affirmative.
46 TOMMY DUNN: Any opposition?
47 Show the motion carries unanimously.
48 We're going to move on now to Administrator's
49 report.
50 RUSTY BURNS: Nothing at this

1 time.
2 TOMMY DUNN: We're going to
3 move on to citizens' comments. When Mr. Harmon calls
4 your name, please step forward and address the chair.
5 You have three minutes. Mr. Harmon.
6 LEON HARMON: Mr. Chairman,
7 we have one speaker signed up. I can't make out the
8 first name. The last name is Adell (phonics).
9 TOMMY DUNN: Adell.
10 JOHN ADELL: Good evening.
11 My name is John Adell. I live in unzoned District 5.
12 And my comments tonight are about seeclickfix.com,
13 where constituents can submit a request for attention
14 to different issues throughout Anderson County.
15 Some issues that are listed on seeclickfix are
16 county road issues, dead animal issues, drainage
17 issues, pothole repair issues, roadside mowing issues
18 and tall grass on private property.
19 So according to code of ordinances, which is for
20 Anderson County in its version of June 26, 2023 under
21 ordinance sections 8-79, 8-80, 8-81, 8-82, 8-83, height
22 limit is 12 inches for tall grass on private property.
23 Anytime private property is -- a request is submitted
24 and someone comes out and checks, it's always denied
25 because of lack of dwelling on private property.
26 Now, a lot of times the tall grass on these
27 properties can reach four feet in the summer if we have
28 rain. If not, then sometimes three feet.
29 I guess the only other sub-comment that I would
30 have is the traffic circle on SC 187 and Whitehall
31 Road, there's never any maintenance on the traffic
32 circle. It's really not a beautiful aspect for anyone
33 visiting Anderson County, especially when they're going
34 to Green Pond Event Center and participating in fishing
35 tournaments or anything else at Green Pond.
36 TOMMY DUNN: Yes, sir.
37 **INAUDIBLE COMMENT FROM AUDIENCE**
38 TOMMY DUNN: Yes, sir. And
39 that is a state road, too.
40 **INAUDIBLE COMMENT FROM AUDIENCE**
41 JOHN ADELL: Terrific. All
42 right. Thank you very much.
43 LEON HARMON: No one else has
44 signed up, Mr. Chairman.
45 TOMMY DUNN: Thank you.
46 Now we'll ask for remarks from Council members.
47 Councilman Sanders. Councilman Sanders?
48 BRETT SANDERS: I'm here, Mr.
49 Chairman. I just want to apologize for not being there
50 and hopefully I'll have another test Thursday and look

1 forward to the Council meeting on Friday, or the
2 retreat. I appreciate everyone's patience and
3 thoughts. Thank you, sir.

4 TOMMY DUNN: Yes, sir. I
5 never ceases to amaze me what you'll do getting out of
6 having to pay for a meal.

7 Moving on, next, Mr. Jimmy Davis.

8 JIMMY DAVIS: Thank you, Mr.
9 Chair. Just one quick thing. I want to thank Mr.
10 Ragland for being here and for all that you do for all
11 of Anderson County and the Upstate. I think you've got
12 some data somewhere that you'd be willing to share with
13 us sometime that I think people from all districts of
14 Anderson County and beyond come and enjoy the
15 productions that Mill Town Players put on. So I
16 appreciate you being here. It's not often that people
17 come that are requesting -- fund requests, that they
18 come here and tell us about it. So I just want to say
19 thank you for being here. Thank you, Mr. Chair.

20 TOMMY DUNN: Thank you.
21 Councilman Glenn Davis.

22 GLENN DAVIS: Nothing at this
23 time, sir.

24 TOMMY DUNN: Thank you.
25 Councilman Elgin.

26 GREG ELGIN: Thank you, Mr.
27 Chairman. Just like to say as a reminder, the Belton
28 Standpipe Festival is this Saturday. Big event for the
29 Belton area. So if anybody is out and about, we'll
30 have music, food, shops. So come and enjoy our little
31 town. Thank you.

32 TOMMY DUNN: Thank you.
33 Councilman Wright.

34 JOHN WRIGHT: Thank you, Mr.
35 Chairman. Nothing at this time.

36 TOMMY DUNN: Thank you.
37 Councilman Wilson, Ms. Wilson.

38 CINDY WILSON: Thank you, Mr.
39 Chairman. And thank you, Mayor Ragland, for coming
40 tonight. It has to be said that the Mill Town Players
41 produces Broadway show quality plays and musicals and
42 at such an affordable price. And the old school
43 building is so beautiful. It's quite a treat to be
44 able to attend such a good quality production.

45 And I had a phone call today, and maybe Mr. Burns
46 might fill in the gaps, but Mr. Caime says that the
47 Senior Housing Project in Pelzer is receiving a
48 \$9,000,000 grant we think.

49 RUSTY BURNS: ... CDBG grant;
50 yes, ma'am.

1 CINDY WILSON: That will be a
2 big shot in the arm for Pelzer, too. And of course,
3 they have the beautiful Saluda River going right by.
4 I wanted to bring to y'all's attention something
5 that we need to take up soon, hopefully in our Planning
6 and Public Works Committee meeting. But there have
7 been recent lawsuits involving poor development design
8 and poor quality construction. And I'm thinking that
9 we need a disclaimer attached to every occupancy permit
10 explaining what Anderson County Building and Codes
11 inspects, and admonishing purchasers to have their own
12 professional service inspect the property for them.
13 And advising us about maintaining sloping requirements,
14 even after landscaping and mulch, because we're hearing
15 that some of the houses that are slab on grade, they
16 get their occupancy permit and then here come the
17 landscapers making it all pretty, but the sloping
18 requirement is pretty soon negated with mulch and grass
19 and shrubbery.

20 But anyway, those are thoughts for us to ponder and
21 hopefully we'll get a meeting together soon.

22 Thank you.

23 TOMMY DUNN: Thank you. Two
24 quick things. Number one, Council has got a retreat at
25 the Civic Center this Friday at 8:00. The public is
26 welcome. We want everybody to know that. We've got an
27 agenda out that should be posted on our thing to come
28 out.

29 And secondly, sometimes it works a little bit
30 quicker. That click.com thing, just call your
31 councilman. His number is 844-3765.

32 Anybody else got anything? We're going to adjourn.
33 Appreciate everybody coming tonight.

34
35

(MEETING ADJOURNED AT 7:08 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
October 17, 2023

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular special presentation
3 meeting to order of October 17th. I'd like to thank
4 each one of y'all for coming tonight. Thank y'all for
5 being here.

6 At this time we would like to do 2(a), Resolution
7 2(a), proclamation 2023-045. Councilman Sanders.

8 BRETT SANDERS: Thank you, Mr.
9 Chairman.

10 RESOLUTION 2023-045 IS A RESOLUTION HONORING AND
11 RECOGNIZING THE KIWANIS CLUB OF ANDERSON UPON THE
12 OCCASION OF THE ORGANIZATION'S 100TH ANNIVERSARY; AND
13 OTHER MATTERS RELATED THERETO.

14 Whereas Kiwanis is a global organization of
15 volunteers dedicated to improving the world one child
16 and one community at a time so that one day all
17 children will wake up in communities that believe in
18 them, nurture them, and provide the support they need
19 to thrive; and

20 Whereas the Kiwanis Club of Anderson has, since its
21 founding in 1923, been a cornerstone of community
22 service, exemplifying the values of fellowship,
23 altruism, and community engagement through initiatives
24 in education and civic projects, benefitting the lives
25 of children in Anderson County through generous
26 scholarships to deserving students, numerous community
27 events, and programs that have positively impacted
28 thousands of residents; and

29 Whereas the Kiwanis Club of Anderson is celebrating
30 its 100th anniversary this year, an opportunity to
31 reflect upon its enduring contributions and civic
32 leadership.

33 Now, therefore, be it resolved, in a meeting duly
34 assembled this seventeenth day of October 2023, that
35 the Anderson County Council joins the Kiwanis Club of
36 Anderson in celebrating one hundred years of dedicated
37 service to the Anderson community.

38 I'd like to put that in the form of a motion, sir.

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

44 Mr. Sanders.

45 BRETT SANDERS: We have someone
46 here from the Kiwanis that would like to come up, come
47 on up.

48 **PRESENTATION OF RESOLUTION**
49 **APPLAUSE**

50 TOMMY DUNN: We're be moving

1 on now to item 2(b), Proclamation, a Proclamation
2 declaring October as National Disability Employment
3 Awareness Month. Councilman Wilson.

4 CINDY WILSON: Thank you, Mr.
5 Chairman.

6 WHEREAS, October 2023 marks the seventy-eighth
7 anniversary of National Disability Employment Awareness
8 Month; and

9 WHEREAS, the purpose of National Disability
10 Employment Awareness Month is to educate about
11 disability employment issues and celebrate the many and
12 varied contributions of America's workers with
13 disabilities; and

14 WHEREAS, National Disability Employment Awareness
15 Month recognizes the importance of ensuring people with
16 disabilities have an equal opportunity to prepare for
17 and succeed in employment; and

18 WHEREAS, workplaces welcoming the talents of all
19 people, including people with disabilities, are a
20 critical part of our efforts to build an inclusive
21 community and a strong economy; and

22 WHEREAS, activities during this month will
23 reinforce the value and talent people with disabilities
24 add to our workplaces and communities and affirm the
25 State of South Carolina's commitment to an inclusive
26 community that increases access and opportunities to
27 all, including individuals with disabilities.

28 WHEREAS, the Anderson Vocational Rehabilitation
29 Office serves the Anderson community by preparing and
30 assisting those with disabilities to achieve and
31 maintain competitive employment, creating relationships
32 among individuals, community partners, agencies,
33 non-profits, and businesses.

34 NOW, THEREFORE, the Anderson County Council does
35 hereby proclaim October 2023 as National Disability
36 Employment Awareness Month.

37 PROCLAIMED this 17th day of October 2023.

38 May I put that in the form of a motion?

39 TOMMY DUNN: Have a motion
40 Ms. Wilson. Have a second?

41 GREG ELGIN: Second.

42 TOMMY DUNN: Second

43 Councilman Elgin. Any discussion? All in favor of the
44 motion show of hands. All opposed like sign. Show the
45 motion carries unanimously.

46 CINDY WILSON: Do we have
47 anyone representing this group here?

48 TOMMY DUNN: I don't think
49 so.

50 We'll be adjourned. We'll meet back here and start

Anderson County Council - Special Presentation Meeting - October 17, 2023

1 our regular Council meeting at 6:30.

2

3 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:06 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 17, 2023

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting of October 17th to order. I'd like to welcome
4 each and every one here tonight and thank y'all for
5 coming out and participating in your local government.

6 The first order of business, I'd just like to do a
7 little housekeeping. John Wright, Jr. is out of town
8 and can't be here tonight. That's the reason that
9 chair is empty.

10 We're going to move on now, I'll ask Councilman
11 Sanders if he'll lead us in the invocation and pledge
12 of allegiance. If we'd all rise, please.

13 BRETT SANDERS: Thank you, Mr.
14 Chairman. If we would bow our heads.

15 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

16 TOMMY DUNN: Do we have a
17 motion for the minutes of September the 5th, 2023? Any
18 corrections or changes to be made? Ms. Wilson.

19 CINDY WILSON: On page 23,
20 line 2, facility is singular. Line 3, it says me
21 Greenville. It's supposed to be MI Greenville and MI
22 Anderson.

23 May I make that in the form of a motion that they
24 be approved with those amendments.

25 TOMMY DUNN: Ms. Wilson
26 makes a motion to accept the minutes with those
27 corrections. Do we have a second? Second Councilman
28 Elgin. All in favor of the motion show of hands. All
29 opposed like sign. Show the motion carries
30 unanimously.

31 Moving on to item number 4, citizens' comments. On
32 this first go-around it's agenda items only. When Mr.
33 Harmon calls your name, please step forward, and for
34 the record state your name and district, and please
35 address the chair. And you've got three minutes.

36 Mr. Harmon.

37 LEON HARMON: Mr. Chairman,
38 no one is signed up to speak at this point.

39 TOMMY DUNN: Thank you, Mr.
40 Harmon.

41 **INAUDIBLE COMMENT FROM AUDIENCE**

42 TOMMY DUNN: You'll speak at
43 the end of the meeting. That's when other things comes
44 up.

45 **INAUDIBLE COMMENT FROM AUDIENCE**

46 TOMMY DUNN: Okay. You're
47 fine. Yes, sir, you're welcome. Be the end of the
48 meeting is when you sign up for -- we'll call you up.
49 Okay? Thank you.

50 We're going to move on now to item number 5, third

1 readings. There are none.

2 We're going to move on to item number 6, Ordinance
3 second reading, 6(a), 2023-038, an Ordinance
4 authorizing the execution and delivery of a fee in lieu
5 of tax and special source credit agreement by and
6 between Anderson County, South Carolina and a company
7 known to the county at this time as Project Purple Haze
8 with respect to certain economic development property
9 in the county, whereby such property will be subject to
10 certain payments in lieu of taxes, including the
11 provision of certain special source credits; and other
12 matters related thereto. Again, Project Purple Haze.

13 Do we have a motion to put this on the floor?

14 CINDY WILSON: So moved.

15 TOMMY DUNN: Motion Ms.

16 Wilson. Do we have a second?

17 GLENN DAVIS: Second.

18 TOMMY DUNN: Second

19 Councilman Glenn Davis. Mr. Nelson, do you have
20 anything?

21 BURRISS NELSON: Mr. Chairman,
22 this is a \$68 million dollar project that's bringing
23 215 jobs. Will bring an additional annual payroll of
24 10.2 million every year, as well as community impact of
25 64 million just in the first year, and over 30 years
26 community impact of \$447 million dollars.

27 Thank you, Mr. Chairman.

28 TOMMY DUNN: Thank you.

29 Any more discussion? 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 to item number 6(b), 2023-
33 039, an Ordinance authorizing the execution and
34 delivery of a fee in lieu of tax agreement by and
35 between Anderson County, South Carolina and a company
36 or companies known to the county at this time as
37 Project Connector, with respect to certain economic
38 development property in the county, whereby such
39 property will be subject to certain payments in lieu of
40 taxes, including the provision of certain special
41 source credits; and other matters related thereto.

42 Do we have a motion to put this on the floor?

43 CINDY WILSON: So moved.

44 TOMMY DUNN: Motion Ms.

45 Wilson. Do we have a second?

46 GLENN DAVIS: Second.

47 TOMMY DUNN: Second

48 Councilman Glenn Davis. Now, Mr. Nelson.

49 BURRISS NELSON: Mr. Chairman,

50 thank you, sir. This is a small project, 5 million in

1 capital investment, 28 jobs, average pay is \$19.38 an
2 hour. New annual payroll of a million, with community
3 impact in the first year of 7 million and over 30 years
4 \$54 million dollars. Thank you, sir.

5 TOMMY DUNN: Thank you.

6 Anymore discussion? All in favor of the motion
7 show of hands. All opposed like sign. Show the motion
8 carries unanimously.

9 We're going to move on to item number 7(a), first
10 reading, 7(a), 2023-040, an Ordinance authorizing the
11 execution and delivery of a fee-in-lieu-of-tax and
12 incentive agreement by and between Anderson County,
13 South Carolina and WC Fiber, LLC, acting for itself,
14 one or more subsidiaries, affiliates, successors,
15 assigns, lessors or other project sponsors, pursuant to
16 which the county shall covenant to accept certain
17 special source revenue credits with respect to certain
18 facilities in the county; and other matters related
19 thereto.

20 Do we have a motion to put this on the floor?

21 JIMMY DAVIS: So moved.

22 CINDY WILSON: So moved.

23 TOMMY DUNN: Motion Mr.

24 Jimmy Davis; and second Councilman Wilson. Open the
25 floor up for discussion. Mr. Nelson.

26 BURRISS NELSON: Thank you, Mr.
27 Chairman. Ms. Wilson had indicated there was a
28 language error on page one and two of the Ordinance
29 that we'll get corrected by the second meeting -- by
30 next meeting. Couldn't get that worked out today.

31 But this is \$10 million dollars, plus probably
32 closer to 12 million in capital investment for optic
33 fiber that will go in the ground to provide internet
34 services in areas of our county that do not now have
35 that service. And it's in cooperation with West Tel of
36 West Carolina Telephone -- and this is really a
37 subsidiary, West Carolina Fiber and in partnership with
38 Blue Ridge Electric Co-op, one of our great partners in
39 the community.

40 But this will bring much needed internet services
41 to some places that have absolutely none now.

42 Thank you, sir.

43 TOMMY DUNN: Thank you.

44 Anymore discussion? Hearing none, all in favor of
45 the motion show of hands. All opposed like sign. Show
46 the motion carries unanimously.

47 We're going to move on now to item number 7(b),
48 2023-041, an Ordinance to amend an agreement for the
49 development of a joint county industrial and business
50 park (Workforce Housing) of Anderson and Greenville

1 counties so as to enlarge the park to include certain
2 property of Village of West Greenville, LLC; and other
3 matters related thereto.
4 Do we have a motion to put this on the floor?
5 CINDY WILSON: So moved.
6 TOMMY DUNN: Motion Ms.
7 Wilson. Do we have a second?
8 GLENN DAVIS: Second.
9 TOMMY DUNN: Second
10 Councilman Glenn Davis. Open the floor up for
11 discussion. Mr. Nelson.
12 BURRISS NELSON: Thank you, Mr.
13 Chairman. Again, this is a project that's in
14 Greenville County for Workforce Housing. And with the
15 multi-county park agreement, they're being placed in
16 this park agreement, and are able to garner incentives
17 that they otherwise would not. And of course, we have
18 the same privilege with them when we have projects that
19 need to be placed in the multi-county park, we have a
20 reciprocal agreement with Greenville.
21 And Greenville County sends their thanks for your
22 consideration.
23 TOMMY DUNN: Anymore
24 discussion? All in favor of the motion show of hands.
25 All opposed like sign. Show the motion carries
26 unanimously.
27 We're going to move on to item number 8(a),
28 Resolution 8(a), 2023-048, a Resolution identifying a
29 project to satisfy the requirements of Title 12,
30 Chapter 44 of the South Carolina Code, so as to allow
31 investment expenditures incurred by WC Fiber, LLC,
32 acting for itself, one of more subsidiaries,
33 affiliates, successors, assigns, lessors or other
34 project sponsors, to qualify as expenditures eligible
35 for fee-in-lieu of ad valorem taxes and special source
36 revenue credit arrangement with Anderson County, South
37 Carolina; and other matters related thereto.
38 Do we have a motion to put this on the floor?
39 CINDY WILSON: So moved.
40 TOMMY DUNN: Motion Mr.
41 Elgin; second Ms. Wilson. Open the floor up for
42 discussion. Mr. Nelson.
43 BURRISS NELSON: Thank you, Mr.
44 Chairman, members of Council. This is a resolution
45 basically restating the contract agreement that West
46 Carolina Fiber will have with Anderson County. This is
47 really a restatement of the fee agreement.
48 Thank you, sir.
49 TOMMY DUNN: Thank you.
50 Anymore discussion? All in favor of the motion show of

1 hands. All opposed like sign. Show the motion carries
2 unanimously.
3 We're going to move on to item number 8(b),
4 2023-049, a Resolution authorizing a joinder agreement
5 to provide for the addition of RGH Enterprises, LLC
6 as a sponsor affiliate, to authorize an assignment of
7 the benefits of such agreement, and to address other
8 matters related thereto.
9 Do we have a motion to put this on the floor?
10 CINDY WILSON: So moved.
11 BRETT SANDERS: So moved.
12 TOMMY DUNN: Motion Mr.
13 Sanders; and second Ms. Wilson. Open the floor up for
14 discussion. Mr. Nelson.
15 BURRISS NELSON: Thank you, Mr.
16 Chairman. This is a sponsor affiliate for the Van
17 Trust Project at exit 35. It actually has three
18 buildings there, and their total capital investment is
19 exceeding somewhere 65 million in buildings alone. And
20 this company that's the sponsor affiliate is moving
21 into the 350,000 square foot building that's up there.
22 And so they will be a partner with Van Trust in
23 this -- the building and the facility there.
24 TOMMY DUNN: Thank you.
25 Anymore discussion?
26 JIMMY DAVIS: Mr. Chair?
27 TOMMY DUNN: Mr. Jimmy
28 Davis, Councilman Jimmy Davis.
29 JIMMY DAVIS: My Council
30 district runs on that. 8(b) should be District 6.
31 BURRISS NELSON: I'm sorry.
32 BRETT SANDERS: But I will take
33 that investment.
34 BURRISS NELSON: We'll give you
35 credit on another place, sir.
36 BRETT SANDERS: Okay. Thank
37 you.
38 TOMMY DUNN: Anything else?
39 All in favor of the motion show of hands. All opposed
40 like sign. Show the motion carries unanimously.
41 We're going to move on to item number 9 now,
42 transfers. Mr. Sanders.
43 BRETT SANDERS: Thank you, Mr.
44 Chairman. Basically what this is, is some end of the
45 year transfers; food costs for inmates, if you look
46 through them, what it is, is the -- taking into account
47 the inflation rate, so we had some things that exceeded
48 our estimates and basically these transfers are to
49 cover those. And we will probably have some more
50 possibly coming up that we'll either handle through the

1 Finance Committee or bring back before Council.
2 Thank you.
3 TOMMY DUNN: Anyone have any
4 questions or comments before we move on with this?
5 CINDY WILSON: Just a quick
6 comment.
7 TOMMY DUNN: Ms. Wilson.
8 CINDY WILSON: We're in such a
9 strange time between supply chain issues, materials and
10 inflation. We're really going to have to look at our
11 budget to actual pretty soon and try to start ---
12 BRETT SANDERS: Next year.
13 CINDY WILSON: ---
14 anticipating the next year. It's a very tough time. I
15 was telling Mr. Sanders, I went to order a set of new
16 doors and it was three times more than what I had
17 budgeted. And it's months out to get it. So this
18 translates to our local county budget, too.
19 BRETT SANDERS: We're all
20 suffering right now.
21 CINDY WILSON: Yeah, it's
22 really -- it's a strange time.
23 TOMMY DUNN: Let's keep in
24 mind, and I've said this before, it's a lot better than
25 what it used to be, but there's going to be transfers
26 in a budget as big ours is. The main thing, we're
27 staying in budget. All of these are still staying in
28 budget.
29 BRETT SANDERS: It is in the
30 budget, sir. Yes, sir.
31 TOMMY DUNN: Do we have a
32 motion to move this forward? Motion by Councilman
33 Elgin. Do we have a second?
34 CINDY WILSON: Second.
35 TOMMY DUNN: Second Ms.
36 Wilson. Now, anymore discussion? Hearing none, all in
37 favor of the motion show of hands. All opposed like
38 sign. Show the motion carries unanimously.
39 BRETT SANDERS: Thank you, Mr.
40 Chairman.
41 TOMMY DUNN: We're going to
42 move on now to item number 10. This is ATAX Committee
43 recommendations fiscal year 2023-2024. Does anybody
44 have any questions or comments? Mr. Brill is here.
45 This was all -- we've had all this and had time to look
46 at it and go through it. Any questions or comments?
47 Anybody got anything at all?
48 Do we have a motion to put this on the floor?
49 CINDY WILSON: So moved.
50 JIMMY DAVIS: So moved.

1 TOMMY DUNN: Motion Ms.
2 Wilson; second Mr. Jimmy Davis. Now we open the floor
3 up for discussion.
4 Mr. Brill, do you have any comments or anything
5 you'd like to add or anything you'd like to say?
6 GLENN BRILL: Just I began
7 managing this program for our county in 2010. And that
8 year we barely had a \$150,000 to grant and now we're
9 looking at a record \$370,000. It just goes to show the
10 investments we're making in tourism are paying off in
11 our county.
12 TOMMY DUNN: Amen. Thank
13 you. Appreciate your hard work and the committee's
14 hard work who has worked on this and doing this. I
15 know you had a lot of requests for this money.
16 Appreciate it.
17 Anymore discussion?
18 CINDY WILSON: May I real
19 quick ---
20 TOMMY DUNN: Ms. Wilson.
21 CINDY WILSON: --- point out
22 that the funds can only be expended on specific things
23 and Mr. Brill has done an excellent job of working with
24 the different applicants to get them educated on what
25 they can and can't use the funding for. And it's just
26 very reassuring to see a wide variety of really
27 excellent tourism drawing type opportunities.
28 Thank you.
29 TOMMY DUNN: It is, Ms.
30 Wilson, as you said it is a very wide range of
31 activities. But as Mr. Brill said a long time ago, I
32 always remember, heads in beds. You got that right
33 there, that says it all.
34 GLENN BRILL: That's my
35 tombstone, heads in beds.
36 TOMMY DUNN: We've got a lot
37 of good attractions that comes in, but it's heads in
38 beds when they're in a hotel. That's who's paying for
39 this.
40 Anymore discussion? All in favor of the motion
41 show of hands. All opposed like sign. Show the motion
42 carries unanimously.
43 Appreciate it, again, Mr. Brill. Make sure the
44 committee knows this. Thank you.
45 Moving on now. Do we have a motion to go into
46 executive session for contractual matters involving the
47 Pendleton/Clemson Anderson County Wastewater Treatment
48 Plant?
49 CINDY WILSON: So moved.
50 TOMMY DUNN: Motion Ms.

1 Wilson. Do we have a second? Second by Councilman
 2 Sanders. All in favor of the motion show of hands.
 3 All opposed like sign. Show the motion carries
 4 unanimously.

5 We'll be back in a few minutes.

6 **EXECUTIVE SESSION**

7 TOMMY DUNN: Do we have a
 8 motion to come out of executive session?

9 CINDY WILSON: Mr. Chairman,
 10 may I make the motion that we come out of executive
 11 session, having been provided contractual information
 12 regarding the Pendleton/Clemson Anderson County
 13 Wastewater Treatment Plant, with no action taken.

14 TOMMY DUNN: Thank you, Ms.
 15 Wilson. All in favor of the motion show of hands. I'm
 16 sorry. Do we have a second? Second Mr. Sanders. All
 17 in favor of the motion show of hands. All opposed like
 18 sign. Show the motion carries unanimously.

19 BRETT SANDERS: Mr. Chairman?

20 TOMMY DUNN: Mr. Sanders.

21 BRETT SANDERS: I'd like to
 22 make a motion to approve the amended and restated
 23 memorandum of understanding between the town of
 24 Pendleton, the city of Clemson and Anderson County
 25 related to the expansion of the current Pendleton
 26 Wastewater Treatment Plant to provide additional sewer
 27 service to the areas in the vicinity of the plant and
 28 authorize the County Administrator to sign the document
 29 on behalf of the county.

30 And I put that in the form of a motion.

31 TOMMY DUNN: Motion Mr.
 32 Sanders; second Councilman Wilson. Any discussion?
 33 Hearing none and seeing none, all in favor of the
 34 motion show of hands. All opposed like sign. Show the
 35 motion carries unanimously.

36 We're going to move on now to item number 12,
 37 appointments. Mr. Glenn Davis.

38 GLENN DAVIS: Thank you, Mr.
 39 Chairman. The present member that I have on the
 40 Library Board is resigning because of health issues.
 41 And I have Ms. Pinkey Rinnix, she is in the audience,
 42 and I'd like to nominate her for the Library Board.

43 Put that in the form of a motion.

44 CINDY WILSON: Second.

45 TOMMY DUNN: We have a
 46 motion by Mr. Glenn Davis; and second Mr. Elgin. Open
 47 the floor up for discussion?

48 You sure you want this?

49 All in favor of the motion show of hands. All
 50 opposed like sign. Show the motion carries

1 unanimously.
2 Thank you, Mr. Davis.
3 Does anyone else have any appointments I'm not
4 aware of, any at all?
5 Seeing and hearing none, we're going to move on now
6 to requests by Council members. Councilman Jimmy
7 Davis.
8 JIMMY DAVIS: Thank you, Mr.
9 Chair. I'll put these two in the form of one motion if
10 I may?
11 TOMMY DUNN: Yes, sir.
12 JIMMY DAVIS: For the
13 Anderson Chapter National Federation of the Blind for
14 their Christmas dinner, I'd like to appropriate out of
15 District 6's special appropriations account \$300. And
16 to the Piedmont Public Service District to help fund
17 the Christmas lights for Piedmont \$1,200. I put that
18 in the form of a motion.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Have a motion
21 Councilman Jimmy Davis and second Ms. Wilson. Anymore
22 discussion? All in favor of the motion show of hands.
23 All opposed like sign. Show the motion carries
24 unanimously.
25 Mr. Davis, if you've got nothing else, we'll on to
26 Mr. Sanders, Councilman Sanders.
27 BRETT SANDERS: Thank you, Mr.
28 Chairman. Out of my special appropriations account,
29 District 4 would like to appropriate \$1200 to the
30 Anderson Chapter National Federation of the Blind. I
31 put that in the form of a motion, sir.
32 CINDY WILSON: Second.
33 TOMMY DUNN: We have a
34 motion Mr. Sanders; and second Ms. Wilson. Any further
35 discussion? All in favor of the motion show of hands.
36 All opposed like sign. Everybody vote for this. One
37 more time. All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously.
40 Anything else, Mr. Sanders?
41 BRETT SANDERS: Well,
42 Councilman Davis, Jimmy Davis, came up with something.
43 They were looking for someone to have a place to -- the
44 Civic Center might be a possible option for them.
45 TOMMY DUNN: What they --
46 how big of a place do they need?
47 BRETT SANDERS: I don't know.
48 JIMMY DAVIS: It just says
49 ---
50 BRETT SANDERS: A venue for

1 Christmas dinner.
2 JIMMY DAVIS: Christmas
3 dinner and venue.
4 TOMMY DUNN: Just find out.
5 We can get a date and something another, if you'll find
6 out on that.
7 RUSTY BURNS: Is this for the
8 Association of the Blind?
9 JIMMY DAVIS: Yeah.
10 RUSTY BURNS: They already
11 have a place. They're going to be at the Civic Center.
12 BRETT SANDERS: Oh, they are at
13 the Civic Center. Okay, good. Good. It didn't say
14 ---
15 TOMMY DUNN: They might be
16 going to have two parties.
17 BRETT SANDERS: Good enough.
18 Thank you. Our Administrator is always -- he's always
19 one step ahead.
20 TOMMY DUNN: And I'm
21 probably not going to be invited to neither one.
22 Councilman Glenn Davis.
23 GLENN DAVIS: Thank you, Mr.
24 Chairman. I'd like to do all of mine at one time.
25 TOMMY DUNN: Yes, sir.
26 GLENN DAVIS: Anderson
27 Chapter National Federation of the Blind \$1500; the
28 Broadway Fire Department \$5000; and the District 2
29 community fish fry \$1500.
30 TOMMY DUNN: We have a
31 motion by Councilman Glenn Davis. Do we have a second?
32 Ms. Wilson seconds it. Any discussion? All in favor
33 of the motion show of hands. All opposed like sign.
34 Show the motion carries unanimously.
35 Anything else?
36 GLENN DAVIS: That's all,
37 sir. Thank you.
38 TOMMY DUNN: Moving on to
39 Councilman Elgin.
40 GREG ELGIN: From District
41 3, appropriation request, I'd like to give \$500 to the
42 Anderson Chapter National Federation of the Blind. And
43 I make that in the form of a motion.
44 BRETT SANDERS: Second.
45 TOMMY DUNN: Have a motion
46 Councilman Elgin; second Councilman Sanders. Any
47 discussion? All in favor of the motion show of hands.
48 All opposed like sign. Show the motion carries
49 unanimously.
50 Anything else?

1 GLENN DAVIS: No, sir.
2 TOMMY DUNN: Ms. Wilson.
3 CINDY WILSON: Thank you, Mr.
4 Chairman. Council District 7, out of their special
5 projects account, would like to appropriate \$200 for
6 the Anderson Chapter National Federation of the Blind;
7 and for the Caroline Community Center in the
8 Williamston area \$5000 for their programs and repairs
9 for their building.
10 TOMMY DUNN: We have a
11 motion by Ms. Wilson. Do we have a second?
12 BRETT SANDERS: Second.
13 JIMMY DAVIS: Second.
14 TOMMY DUNN: Second
15 Councilman Jimmy Davis. Any discussion? All in favor
16 of Ms. Wilson's motion show of hands. All opposed like
17 sign. Show the motion carries unanimously.
18 Out of District 5's special appropriation account,
19 I'd like to appropriate \$1000 for the Anderson Chapter
20 National Federal of the Blind. I put that in the form
21 of a motion.
22 BRETT SANDERS: Second.
23 CINDY WILSON: Second.
24 TOMMY DUNN: Second
25 Councilman Jimmy Davis. Any discussion? All in favor
26 of the motion show of hands. All opposed like sign.
27 Show the motion carries unanimously.
28 We're going to move on now to item number 15 -- 14,
29 I'm sorry, Administrator's report.
30 RUSTY BURNS: Nothing at this
31 time, Mr. Chairman.
32 TOMMY DUNN: Moving on to
33 item number 15, citizens' comments. At this time when
34 Mr. Harmon calls your name, please state your name and
35 district for the record. You have three minutes. And
36 please address the chair. Mr. Harmon.
37 LEON HARMON: Mr. Chairman,
38 we have one speaker signed up, Joey Robinson.
39 TOMMY DUNN: Mr. Robinson,
40 come on up.
41 JOEY ROBINSON: Thank y'all for
42 having me. I'm in Mr. Elgin's district.
43 TOMMY DUNN: Be District 3.
44 JOEY ROBINSON: Yes. Okay.
45 I am Joey Robinson, a resident of Anderson County.
46 I'm here to make a statement about AnMed. AnMed says
47 they care about our community and ---
48 TOMMY DUNN: Excuse me a
49 minute, Mr. Robinson. Can y'all hear him? Are y'all
50 good? Just make sure they're hearing what you're

1 saying. Okay?

2 JOEY ROBINSON: AnMed says they
3 care about our community and their county. They do
4 not. My mom was a patient at AnMed last month with a
5 double brain bleed. It took 30 hours for her to get a
6 MRI. They said she wasn't critical, even though she
7 was in neuro intensive.

8 There are other horror stories about her stay at
9 AnMed. AnMed has refused to talk to me after her stay
10 at AnMed and the problems and other horrors that went
11 on. I tried yesterday at AnMed to get a meeting. I
12 was treated as a non-human being by the Patient
13 Advocate Manager. He said the case was closed, even
14 though I did not yet address my concerns to AnMed.
15 They are refusing. AnMed does not care about patients,
16 patient's family or even their own employees.

17 The management at AnMed is on an incentive base
18 bonus on top of their absorbent salaries. They only
19 care about their bonuses. That's why they have short-
20 staffed AnMed for years, which I know this as a fact.
21 And now they are short-staffing -- now they're short at
22 clipping the hospital, too. They have one MRI machine
23 at the main hospital for a 460 bed hospital. This
24 includes ER patients and outpatients.

25 I have legal rights to speak, but AnMed will not
26 let me. This has been ongoing since 2019 when my dad
27 was a patient, and now I'm dealing with this with my
28 mom. I could not speak out in 2019 because my wife was
29 an employee at AnMed for 34 years. They would have
30 fired her because they are vindictive. Most AnMed
31 employees are scared to speak out for that reason.

32 My wife is no longer at AnMed; that's why I can
33 speak now. She was working day and night as a
34 supervisor, taking call, working and then would still
35 have to be in at 8:00 in the morning. AnMed does not
36 care about their employees. They do not care -- this
37 is your family next in AnMed's horror story or
38 mistreatment.

39 They answer to nobody, y'all. I've tried --
40 there's no answer -- they answer to nobody. I talked
41 to my state representative last night, but there's
42 nothing. But when it's your family you'll know what
43 I'm talking about. I will not back down. I will use
44 every legal patients' rights to address AnMed. This is
45 your community. This is your county. This is your
46 family. This is your friends. And when you have no
47 right, they will not even give you the right to speak
48 out about mistreatment when you're standing over your
49 family or friends, coughing, you will know exactly what
50 I'm talking about. Or when you try to address

1 something with your family member or friend at the
2 hospital and they refuse to let you speak.
3 TOMMY DUNN: Mr. Robinson,
4 your three minutes is up.
5 JOEY ROBINSON: Thank you.
6 TOMMY DUNN: Thank you, sir.
7 JOEY ROBINSON: Y'all have a
8 good evening.
9 TOMMY DUNN: Yes, sir.
10 Anyone else, Mr. Harmon?
11 LEON HARMON: Mr. Chairman,
12 no one else is signed up.
13 TOMMY DUNN: Thank you.
14 We're going to move on to remarks from Council. Ms.
15 Wilson.
16 CINDY WILSON: Thank you.
17 It's nice to have cool weather and sunshine. Thank
18 you.
19 TOMMY DUNN: Thank you.
20 Councilman Elgin.
21 GREG ELGIN: I'd just like
22 to say one thing. If everyone in the county -- a local
23 firefighter of ours passed away this week. I know
24 we've had a lot of that happen. But Joe Sullivan who
25 was with Three and Twenty, nicest guy I ever met.
26 Never met a stranger. But just be in prayer for his
27 family and the people that took care of him. And we
28 appreciate the work that he's done in the county for so
29 many years. Thank you.
30 TOMMY DUNN: Thank you.
31 Councilman Glenn Davis.
32 GLENN DAVIS: Thank you, Mr.
33 Chairman. I'd just like to remind everyone about the
34 community fish fry that will be taking place on
35 Saturday, October 28th, from six to eight p.m. Free,
36 free, free fish, while supplies last. That's October
37 28th at the Farmer's Market.
38 Thank you, Mr. Chairman.
39 TOMMY DUNN: Thank you.
40 Mr. Sanders, Councilman Sanders.
41 BRETT SANDERS: Nothing at this
42 time, sir.
43 TOMMY DUNN: Thank you.
44 Councilman Jimmy Davis.
45 JIMMY DAVIS: Nothing, sir.
46 TOMMY DUNN: Thank you.
47 I'd just like to say I appreciate everybody.
48 Everybody have a good, safe trip home. Meeting be
49 adjourned.
50

1

(MEETING ADJOURNED AT 7:06 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
NOVEMBER 7, 2023

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
JOHN WRIGHT
GLENN DAVIS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting of November the 7th to order. I'd like to
4 thank everyone for coming tonight to particular in your
5 local government.

6 First order of business is I'd like to ask
7 Councilman Jimmy Davis if he would lead us in the
8 invocation and pledge of allegiance. If we'd all rise,
9 please.

10 JIMMY DAVIS: May we pray.

11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

12 TOMMY DUNN: I'd like to
13 make a little housekeeping thing. Councilman Elgin and
14 Councilman Sanders are out of town and will not be here
15 tonight.

16 With that said, we'll be moving on. Are there any
17 corrections or changes to be made to the September
18 19th, 2023 Council meeting? Do we have a motion to
19 move these forward?

20 CINDY WILSON: So moved.

21 TOMMY DUNN: Motion Ms.

22 Wilson to accept as presented. Do we have a second?

23 GLENN DAVIS: Second.

24 TOMMY DUNN: Second by

25 Councilman Davis, Glenn Davis. All in favor of the
26 motion show of hands. All opposed like sign. Show the
27 motion carries unanimously.

28 We're going to move on to item number 4, citizens'
29 comments. The first go-around, when Mr. Harmon calls
30 your name, please step forward, address the chair,
31 state your name and your district you live in for the
32 record. And if you would, you've got three minutes,
33 and it's on agenda items only this first go-around.

34 Mr. Harmon.

35 LEON HARMON: Mr. Chairman,
36 no one is signed up to speak at this time.

37 TOMMY DUNN: Thank you, Mr.
38 Harmon.

39 Moving on to number 5, Resolutions and
40 Proclamations, 5(a), a Proclamation designating
41 November 2023 as Family Court Awareness Month in
42 Anderson County. Councilman John Wright.

43 JOHN WRIGHT: Thank you, Mr.
44 Chairman. This is a Proclamation designating November
45 2023 as Family Court Awareness Month in Anderson
46 County, as you stated.

47 WHEREAS, the mission of the Family Court Awareness
48 Month Committee (FCAMC) is to increase awareness of the
49 importance of a family court system that prioritizes
50 child safety and acts in the best interest of children,

1 and;

2 WHEREAS, the mission at the FCAMC is fueled by the
3 desire to create awareness and change in the family
4 court system for the conservatively estimated 58,000
5 children a year ordered into unsupervised contact with
6 abusive parents, while honoring the hundreds of
7 children who have been reported as murdered during
8 visitation with a dangerous parent, and;

9 WHEREAS, the mission of the FCAMC is to increase
10 awareness on the importance of empirically-based
11 education and training on domestic violence and child
12 abuse, including emotional, psychological, physical,
13 and sexual abuse, as well as childhood trauma, coercive
14 control, and post separation abuse for judges and
15 all professionals working on cases within the family
16 court system, and;

17 WHEREAS, the mission of the FCAMC is to increase
18 awareness on the importance of using scientifically
19 valid, evidence-based, treatment programs and services
20 that are proven in terms of safety, effectiveness, and
21 therapeutic value, and;

22 WHEREAS, the mission at the FCAMC is to educate
23 judges and other family court professionals on
24 evidence-based, peer-reviewed research. Such research
25 is a critical component to making decisions that are
26 truly in the best interest of children.

27 NOW, THEREFORE, the Anderson County Council does
28 hereby proclaim the Month of NOVEMBER 2023 as FAMILY
29 COURT AWARENESS MONTH, encouraging all residents to
30 support their local communities efforts to prevent the
31 harm of children in the hands of family members and to
32 honor and value the lives of children.

33 PROCLAIMED this 7th day of November 2023.

34 Mr. Chairman, I'd like to put that in the form of a
35 motion.

36 CINDY WILSON:

Second.

37 TOMMY DUNN:

Have a motion

38 and second by Ms. Wilson. Any discussion? All in
39 favor of the motion show of hands. All opposed like
40 sign. Show the motion carries unanimously.

41 Is anybody here from Family Court? Do you want to
42 step up here and receive this?

43 **PRESENTATION OF PROCLAMATION**

44 **APPLAUSE**

45 TOMMY DUNN:

We're going to

46 move on to item number 6(a), Ordinance third reading,
47 2023-022, an Ordinance amending Ordinance No. 99-004,
48 the Anderson County Zoning Ordinance, as adopted July
49 20, 1999, by amending the Anderson County Official
50 Zoning Map to adopt a zoning map in the Fork No. 2

1 voting precinct, Anderson County, South Carolina; and
2 other matters related thereto.
3 This will be a public hearing. Anyone wishing to
4 speak to this matter, you have three minutes, and
5 please address the chair. Anyone at all? Seeing and
6 hearing none, the public hearing will be closed.
7 Do we have a motion to move this forward?
8 JIMMY DAVIS: So moved.
9 TOMMY DUNN: Motion Mr.
10 Davis ---
11 CINDY WILSON: Second.
12 TOMMY DUNN: --- Jimmy Davis
13 and second Ms. Wilson. Any discussion?
14 CINDY WILSON: May I?
15 TOMMY DUNN: Yes, ma'am.
16 CINDY WILSON: This, I think,
17 is the first precinct to be zoned in about 18 or 19
18 years. So it took a lot of work on the part of a lot
19 of people, including our planning staff and especially
20 the community members and landowners out there. So
21 congratulations.
22 TOMMY DUNN: Thank you. And
23 I know Mr. Sanders hated that he couldn't be here
24 tonight. He fully supports this. Anymore discussion?
25 All in favor of the motion show of hands. All opposed
26 like sign. Show the motion carries unanimously.
27 Moving on to item number 6(b), 2023-036, an
28 Ordinance to approve an intergovernmental agreement
29 with the City of Anderson for the sale of real
30 property; and other matters related thereto.
31 This will be a public hearing. Anyone wishing to
32 speak to this matter, please step forward and state
33 your name and district and address the chair. You have
34 three minutes. And this is the property of the old
35 animal shelter on Highway 28. This is up for
36 discussion. This is part of the city. This will be a
37 public hearing. Anyone wishing to speak to this
38 matter, step forward. Seeing and hearing none, public
39 hearing will be closed. Do we have a motion to move
40 this forward?
41 JOHN WRIGHT: So moved.
42 CINDY WILSON: Second.
43 TOMMY DUNN: Motion by
44 Councilman Wright and second Ms. Wilson. Any
45 discussion? All in favor of the motion show of hands.
46 All opposed like sign. Show the motion carries
47 unanimously.
48 We're going to move on now to item number 6(c),
49 2023-037, an Ordinance to approve the Anderson County
50 Solid Waste Management Plan (2023 Update); and other

1 matters related thereto. This will be a public hearing
2 now. Anyone wishing to speak to this matter, again,
3 step forward, state your name and district and address
4 the chair, please. Public hearing. Seeing and hearing
5 none, the public hearing will be closed. Do we have a
6 motion to move this forward?
7 CINDY WILSON: So moved.
8 TOMMY DUNN: Motion Ms.
9 Wilson. Do we have a second?
10 JOHN WRIGHT: Second.
11 TOMMY DUNN: Second by
12 Councilman Wright. Any discussion? All in favor of
13 the motion show of hands. All opposed like sign. Show
14 the motion carries unanimously.
15 We're going to move on now to item number 6(d),
16 2023-039, an Ordinance authorizing the execution and
17 delivery of a fee in lieu of tax agreement by and
18 between Anderson County, South Carolina and Flexit SC
19 Inc., with respect to certain economic development
20 property in the county, whereby such property will be
21 subject to certain payments in lieu of taxes, including
22 the provision of certain special source credits; and
23 other matters related thereto. Mr. Nelson.
24 BURRISS NELSON: Thank you, Mr.
25 Chairman. This a project that's coming to Anderson,
26 bringing 5.2 million in capital investment, creating 28
27 jobs with an average pay of \$19.38 an hours, new annual
28 payroll of a little over a million dollars. And first
29 year impact in the community will be 7.2 million. And
30 over 30 years, 54 million. Thank you, sir.
31 TOMMY DUNN: Thank you.
32 Now we'll go into a public hearing. Anyone wishing
33 to speak to this matter, please step forward, state
34 your name and district and address the chair, please.
35 Anyone at all? Seeing and hearing none, the public
36 hearing will be closed. Do we have a motion to move
37 this forward?
38 JOHN WRIGHT: So moved.
39 CINDY WILSON: Second.
40 TOMMY DUNN: Motion Mr.
41 Wright; second Ms. Wilson. Any discussion? Any
42 questions, comments for Mr. Burriess Nelson? All in
43 favor of the motion show of hands. All opposed like
44 sign. Show the motion carries unanimously.
45 Moving on to item number 7(a), Ordinance second
46 reading, 2023-040, an Ordinance authorizing the
47 execution and delivery of a fee-in-lieu-of-tax and
48 incentive agreement by and between Anderson County,
49 South Carolina and WC Fiber, LLC, acting for itself,
50 one or more subsidiaries, affiliates, successors,

1 assigns, lessors or other project sponsors, pursuant to
2 which the county shall covenant to accept certain
3 special source revenue credits with respect to certain
4 facilities in the county; and other matters related
5 thereto. Mr. Nelson.

6 BURRISS NELSON: Thank you, Mr.
7 Chairman, members of Council. The language change that
8 needed correction, needed to be made, has been made so
9 that it is appropriate and correct. I think it's on
10 the first page and second page of the document. Those
11 have been made. This is a collaborative effort between
12 West Carolina Fiber and Blue Ridge Electric Co-op in
13 providing internet service in areas in the county that
14 has little or no internet service, and providing a good
15 service or great service to our community. They're
16 investing \$10 million dollars, and there would not be
17 any additional jobs created out of this other than the
18 construction jobs. Thank you, sir.

19 TOMMY DUNN: Thank you.
20 This will be a public hearing. Anyone wishing to speak
21 to this matter, please step forward, state your name
22 and district for the record and address the chair,
23 please. Public hearing. Seeing and hearing none, the
24 public hearing will be closed. Do we have a motion to
25 move this forward?

26 CINDY WILSON: So moved.
27 TOMMY DUNN: Motion Ms.

28 Wilson. Do I have a second?

29 JOHN WRIGHT: Second.

30 TOMMY DUNN: Second by
31 Councilman Wright. Any discussion? All in favor of
32 the motion show of hands. All opposed like sign. Show
33 the motion carries unanimously.

34 We're going to move on now to item number 7(b),
35 2023-041, an Ordinance to amend an agreement for the
36 development of a joint county industrial and business
37 park (Workforce Housing) of Anderson and Greenville
38 counties so as to enlarge the park to include certain
39 property of Village of West Greenville, LLC; and other
40 matters related thereto. Project Woven. Mr. Nelson.

41 BURRISS NELSON: Thank you, Mr.
42 Chairman, members of Council. This is placing the
43 Greenville project in the multi-county park agreement
44 so that they will be able to access incentive
45 opportunities that otherwise would not be available to
46 them. And this comes from Greenville County Council
47 and they ask you for your support in this effort. They
48 send their thanks.

49 TOMMY DUNN: Do we have a
50 motion?

1 JOHN WRIGHT: So moved.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Motion
4 Councilman Wright; second Ms. Wilson. Any discussion?
5 All in favor of the motion show of hands. All opposed
6 like sign. Show the motion carries unanimously.
7 We're going to move on now to item number 8(a),
8 first reading, 2023-043, an Ordinance authorizing the
9 execution and delivery of a fee in lieu of tax
10 agreement by and between Anderson County, South
11 Carolina and a company or companies known to the county
12 at this time as Project Colorful, with respect to
13 certain economic development property in the county,
14 whereby such property will be subject to certain
15 payments in lieu of taxes including the provision of
16 certain special source credits; and other matters
17 related thereto. It's Project Colorful. Mr. Nelson.
18 BURRISS NELSON: Thank you, Mr.
19 Chairman, members of Council. This is a great little
20 project in a community that is in great need of
21 economic development and will provide 24 jobs with an
22 average pay of \$28.88 an hour. This is a company that
23 is a manufacturer of color and color additives in
24 concentrates and specialty compounds for the plastics
25 industry. This is a capital investment of 6.1 million,
26 creating the 24 jobs. New annual payroll of 1.38
27 million and bringing new additional taxes of 2. --
28 \$2,921.00 and over thirty years an additional million
29 dollars in property tax. Community impact first year
30 7.4 and over thirty years 54 million. Thank you, sir.
31 TOMMY DUNN: Thank you. Do
32 we have a motion to move this forward?
33 CINDY WILSON: So moved.
34 JOHN WRIGHT: Second.
35 TOMMY DUNN: Motion Ms.
36 Wilson; second Councilman Wright. Any discussion?
37 CINDY WILSON: May I quickly
38 say thank you, Mr. Nelson, and all who worked on that.
39 It's taking place in a community, as you mentioned,
40 that desperately needs a shot in the arm. Thank you.
41 BURRISS NELSON: Thank you.
42 TOMMY DUNN: Anyone else?
43 All in favor of the motion show of hands. All opposed
44 like sign. Show the motion carries unanimously.
45 We're going to move on now to 8(b), 2023-044, an
46 Ordinance to lease real property located at 731
47 Michelin Boulevard to D&S Enterprises of Anderson, LLC
48 D/B/A Heli-Plane Aviation and other matters related
49 thereto. Do we have a motion to put this on the floor?
50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Ms.
2 Wilson. Have a second?
3 JOHN WRIGHT: Second.
4 TOMMY DUNN: Second
5 Councilman Wright. Any discussion? This is the old
6 road maintenance department out there off Michelin
7 Boulevard. It's in dire need. We're trying to get it
8 -- this is the guy that does our mechanic work at the
9 airport and leases a spot out there. He's interested
10 in this. That's how this come about. And he's going
11 to invest some money in fixing this building up.
12 Anyone else have anything? All in favor of the motion
13 show of hands. All opposed like sign. Show the motion
14 carries unanimously.
15 We're going to move on to item number 8(c),
16 2023-045, an Ordinance to approve the grant of a
17 right-of-way easement to Duke Energy Carolinas LLC, on
18 real property owned by Anderson County, South Carolina,
19 to be utilized for the new detention center; and other
20 matters related thereto.
21 Do we have a motion to put this on the floor?
22 CINDY WILSON: So moved.
23 TOMMY DUNN: Motion Ms.
24 Wilson. Do we have a second?
25 JOHN WRIGHT: Second.
26 TOMMY DUNN: Second by
27 Councilman Davis, Glenn Davis. Any discussion? All in
28 favor of the motion show of hands. All opposed like
29 sign. Show the motion carries unanimously.
30 We're going to move on to item number 8(d),
31 2023-046, an Ordinance authorizing the execution and
32 delivery of a fee in lieu of tax agreement by and
33 between Anderson County, South Carolina and a company
34 or companies known to the county at this time as
35 Project White with respect to certain economic
36 development property in the county, whereby such
37 property will be subject to certain payments in lieu of
38 taxes, including the provision of certain special
39 source credits; and other matters related thereto.
40 Project White. Mr. Nelson.
41 BURRISS NELSON: Thank you, Mr.
42 Chairman, members of Council. Project White is a
43 company that manufacturers finishing and decorative
44 materials for the building trade. 14 million dollars
45 in capital investment. It's creating 26 jobs with an
46 average pay of \$26.98 an hour. New annual payroll of
47 \$1.4 million dollars. This, of course, will be a fee
48 agreement; six percent assessment ratio. And the
49 community impact of the new taxes created above and
50 beyond the property that you're looking at now paid

1 \$2,458.00; and in 2024 with their first tax bill, that
2 will go up by ten times to \$24,847.00. 30 years over 4
3 million property tax. First year community impact 12
4 million dollars. And 30 year community impact of 66
5 million. Thank you, sir.
6 TOMMY DUNN: Thank you.
7 Do we have a motion to move this forward?
8 CINDY WILSON: So moved.
9 TOMMY DUNN: Have a second?
10 JIMMY DAVIS: Second.
11 TOMMY DUNN: Second
12 Councilman Jimmy Davis. Any discussion? All in favor
13 of the motion show of hands. All opposed like sign.
14 Show the motion carries unanimously.
15 We're going to move on now to 9(a), Resolutions,
16 2023-050, a Resolution authorizing the execution and
17 delivery of an inducement agreement by and between
18 Anderson County, South Carolina and Project Colorful,
19 whereby, under certain conditions, Anderson County
20 will execute a fee in lieu of tax and special source
21 credit agreement with respect to an industrial project
22 in the county whereby the project would be subject to
23 payment of certain fees in lieu of taxes, and whereby
24 project/company will be provided certain credits
25 against fee payments in reimbursement of investment in
26 related qualified infrastructure; and providing for
27 related matters. Project Colorful.
28 Mr. Nelson, do you have anything you want to add to
29 this? I know we talked about this project a few
30 minutes ago.
31 BURRISS NELSON: This is a
32 resolution that formulates and summarizes the Project
33 Colorful that we mentioned a minute ago.
34 And Mr. Chairman, can we go back and get (e), 047,
35 which is the Ordinance amendment to White, at the very
36 bottom of the ---
37 TOMMY DUNN: Okay. I'm
38 sorry. I had -- we'll get that after we get this.
39 BURRISS NELSON: Thank you, sir.
40 TOMMY DUNN: Anybody have a
41 motion?
42 CINDY WILSON: So moved.
43 TOMMY DUNN: Motion Ms.
44 Wilson. Have a second?
45 GLENN DAVIS: Second.
46 TOMMY DUNN: Second
47 Councilman Glenn Davis. Any discussion? All in favor
48 of the motion show of hands. All opposed like sign.
49 Show the motion carries unanimously.
50 I'm sorry. We'll go back now to 8(e), 2023-047, an

1 Ordinance to amend an agreement for the development of
2 a joint county industrial and business park (2010 Park)
3 of Anderson and Greenville counties so as to enlarge
4 the park to include certain property of Project White;
5 and other matters related thereto. Mr. Nelson.

6 BURRISS NELSON: Thank you, Mr.
7 Chairman and members of Council. This is literally,
8 we're getting the reciprocal half of the
9 Anderson/Greenville park. And our company will have
10 the opportunity to get incentives that they otherwise
11 would not be able to get without being a member of the
12 park. Thank you, sir.

13 TOMMY DUNN: Do we have a
14 motion to move this forward?

15 CINDY WILSON: So moved.

16 TOMMY DUNN: Motion made by
17 Councilman Glenn Davis; second Ms. Wilson. Any
18 discussion? All in favor of the motion show of hands.
19 All opposed like sign. Show the motion carries
20 unanimously.

21 We're going to be moving on to item number 9(b),
22 2023-051, a Resolution authorizing the execution and
23 delivery of an inducement agreement by and between
24 Anderson County, South Carolina and Project White,
25 whereby, under certain conditions, Anderson County will
26 execute a fee in lieu of tax and special source credit
27 agreement with respect to a project in the county
28 whereby the project would be subject to payment of
29 certain fees in lieu of taxes, and whereby
30 project/company will be provided certain credits
31 against fee payments in reimbursement of investment in
32 related qualified infrastructure; and providing for
33 related matters. Project White. Mr. Nelson.

34 BURRISS NELSON: Thank you, Mr.
35 Chairman. This is really the summation of the fee
36 agreement in resolution form for Project White, and
37 creating the 26 jobs at \$26 an hour; 14 million in
38 capital investment. Thank you, sir.

39 TOMMY DUNN: Do we have a
40 motion to move this forward?

41 CINDY WILSON: So moved.

42 TOMMY DUNN: Motion Ms.
43 Wilson. Do we have a second?

44 JOHN WRIGHT: Second.

45 TOMMY DUNN: Second by
46 Councilman Glenn Davis. Any discussion? All in favor
47 of the motion show of hands. All opposed like sign.
48 Show the motion carries unanimously.

49 BURRISS NELSON: Thank you so
50 much for your support.

1 TOMMY DUNN: Thank y'all.
2 Appreciate y'all. Appreciate what all you and your
3 team do.
4 We're going to move on to item number 10,
5 transfers. Do we have a motion to put this on the
6 floor?
7 JIMMY DAVIS: So moved.
8 TOMMY DUNN: Motion ---
9 CINDY WILSON: Second.
10 TOMMY DUNN: Motion by
11 Councilman Jimmy Davis; second Ms. Wilson. Now open
12 the floor up for discussion. Any discussion?
13 JIMMY DAVIS: Mr. Chair, if I
14 may?
15 TOMMY DUNN: Councilman
16 Jimmy Davis.
17 JIMMY DAVIS: I just want to
18 be clear that these are transfers needing to move some
19 funds in our budget. Our budget is not increasing.
20 And I applaud our Administrator and his staff for
21 working through the perilous times that we are with the
22 inflation that we have going on. I was thinking today
23 just how hard they really work to squeeze the blood out
24 of the turnips right now to get -- to continue to do
25 the job within our budgetary constraints. And I thank
26 you.
27 TOMMY DUNN: Thank you.
28 Anyone else? All in favor of the motion show of hands.
29 All opposed like sign. Show the motion carries
30 unanimously.
31 We're going to move on to item number 11, road
32 acceptance into county inventory.
33 11(a) will be District 6 Wren Wood Subdivision,
34 Carolina Drive and Wrenwood Court. Do we have a motion
35 to move this forward?
36 JIMMY DAVIS: So moved.
37 TOMMY DUNN: Motion Mr.
38 Davis, Councilman Jimmy Davis and second Ms. Wilson.
39 Any discussion?
40 JIMMY DAVIS: Mr. Chair?
41 TOMMY DUNN: Yes, sir.
42 JIMMY DAVIS: Mr. Hogan,
43 you've inspected these roads and they're up to our
44 standards?
45 MATT HOGAN: Yes, sir, they
46 are.
47 JIMMY DAVIS: That's all I
48 need to know. Thank you, Mr. Chair.
49 TOMMY DUNN: Yes, sir.
50 Anymore discussion? All in favor of the motion show of

1 hands. All opposed like sign. Show the motion carries
2 unanimously.
3 We're going to move on to item number 11(b),
4 Threlkeld Boulevard Extension, be in District 4. Do we
5 have a motion to move this forward?
6 GLENN DAVIS: So moved.
7 TOMMY DUNN: Councilman
8 Glenn Davis makes a motion to move forward. Do we have
9 a second?
10 JIMMY DAVIS: Second.
11 TOMMY DUNN: Second by
12 Councilman Jimmy Davis. Open the floor up for
13 discussion.
14 CINDY WILSON: I don't have a
15 copy of that?
16 TOMMY DUNN: You don't?
17 Threlkeld Boulevard Extension?
18 CINDY WILSON: No. I've got
19 Wren Wood. Not Threlkeld.
20 TOMMY DUNN: Mr. Hogan, does
21 it meet all the county's ---
22 CINDY WILSON: Okay. Thank
23 you.
24 MATT HOGAN: Yes, sir, they
25 were inspected and meet all of our standards. Yes,
26 sir.
27 TOMMY DUNN: And I'm
28 assuming Mr. Sanders, and he hasn't told me otherwise,
29 he supports this?
30 MATT HOGAN: Yes. He is
31 good with it. Yeah.
32 TOMMY DUNN: Whereabouts if
33 this at?
34 MATT HOGAN: This is on
35 Welpine over off of ---
36 TOMMY DUNN: Yeah, yeah,
37 exit 19 area?
38 MATT HOGAN: Exit 19,
39 correct.
40 TOMMY DUNN: Do we have
41 anything else? All in favor of the motion show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously.
44 We're going to move on to item number 12, requests
45 by Council members. Councilman Jimmy Davis.
46 JIMMY DAVIS: Thank you, Mr.
47 Chair. If I may, I'll make this in the form of one
48 motion. From the District 6 special appropriations
49 account, I'd like to appropriate to Anderson Free
50 Clinic Festival of Trees \$350; and to First Light \$350.

1 I make that in the form of a motion.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Motion Mr.
4 Davis, Jimmy Davis and second Ms. Wilson. Any
5 discussion? All in favor of the motion show of hands.
6 All opposed like sign. Show the motion carries
7 unanimously.
8 I'll take care of Mr. Sanders; he asked me. From
9 District 4's special appropriations account, he asked
10 to appropriate \$1,000 for the South Carolina Upstate
11 Equine Council ---
12 CINDY WILSON: Excuse me, Mr.
13 Chairman. I'll need to disclose I'm a member of that
14 board, and recuse myself.
15 TOMMY DUNN: Okay. Let the
16 record show Ms. Wilson has recused herself. She's a
17 member of that board, she said, and she's going to step
18 out back.
19 Again, Mr. Sanders is appropriating \$1,000 to the
20 South Carolina Upstate Equine Council; \$1,000 for the
21 area YMCA and \$2,500 for First Light. First Light is
22 Foothill Alliance, and that is they take care of
23 sexually abused kids and sexually abused women. They
24 do a great job, and they've changed their name.
25 I put that in the form of a motion for Mr. Sanders.
26 JOHN WRIGHT: Second.
27 TOMMY DUNN: Second
28 Councilman Wright. Any discussion? All in favor of
29 the motion show of hands. All opposed like sign. Show
30 the motion carries unanimously.
31 Ms. Wilson recused herself. Would you ask her to
32 step back in?
33 Councilman Glenn Davis.
34 GLENN DAVIS: Thank you, Mr.
35 Chairman. If I may I'll do all of mine at one time.
36 So out of District 2's special rec account, I'd like to
37 appropriate \$1,000 to Anderson Area YMCA; \$2,500 to
38 Anderson Free Clinic; First Light \$1,000; and Just
39 Jeanie Media Foundation \$1,000. And I put that in the
40 form of a motion, sir.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Have a motion
43 by Mr. Glenn Davis; and second Ms. Wilson. Any
44 discussion? All in favor of the motion show of hands.
45 All opposed like sign. Show the motion carries
46 unanimously.
47 Councilman Wright.
48 JOHN WRIGHT: Thank you, Mr.
49 Chairman. I'd also like to put these in the form of
50 one motion. From the District 1 special rec account,

1 I'd like to appropriate \$3,000 to the Anderson Area
2 YMCA; \$1,500 to the Anderson Free Clinic Festival of
3 Trees; and \$1,000 to First Light. And I put that in
4 the form of a motion.
5 CINDY WILSON: Second.
6 TOMMY DUNN: Motion
7 Councilman Wright and second Ms. Wilson. Any
8 discussion? All in favor of the motion show of hands.
9 All opposed like sign. Show the motion carries
10 unanimously.
11 Ms. Wilson.
12 CINDY WILSON: None at the
13 moment. Thank you.
14 TOMMY DUNN: Thank you.
15 Out of District 5's special appropriation account,
16 I'd like to appropriate \$1,000 to David's Global
17 Community Development; \$1,000 to Anderson Area YMCA;
18 \$2,000 to the Anderson Free Clinic Festival of Trees;
19 and \$2,500 to First Light. Put that in the form of a
20 motion.
21 JOHN WRIGHT: Second.
22 TOMMY DUNN: Second by
23 Councilman Wright. Any further discussion? All in
24 favor of the motion show of hands. All opposed like
25 sign. Show the motion carries unanimously.
26 We're going to move on now to Administrator's
27 report.
28 RUSTY BURNS: Nothing at this
29 time, Mr. Chairman.
30 TOMMY DUNN: Move on to
31 citizens' comments. When Mr. Harmon calls your name,
32 please step forward and address the chair. You have
33 three minutes. State your name and district for the
34 record, please. Mr. Harmon.
35 LEON HARMON: Mr. Chairman,
36 first speaker is Chris Covian (phonics).
37 CHRIS COVIAN: My name is
38 Chris Covian, District 5. Is there anything that can
39 be done as far as county being cleaned up of drug
40 houses, anything like that? My neighborhood is bad
41 about them. When I first moved in, it wasn't that bad.
42 And nobody in my neighborhood wants to do anything
43 about it, because they're afraid of the crackheads and
44 methheads to retaliate to them. I'm not really
45 concerned about them doing anything to me, so I'm not
46 worried. Anything y'all can do about it?
47 I mean, I've called county. I've been assaulted
48 from the house beside me twice. Once was just
49 recently. I got the case number, reported it and
50 nothing was ever done about it. I reported the house

1 being trashy. It's been caught on fire already once.
2 People are still living there. Crackheads are still
3 coming in and out all times of the day. There have
4 been times I've been disturbed at night, late in the
5 night. My neighbors have, too, but nobody will say
6 anything.

7 TOMMY DUNN: People's got to
8 say something. But I'll be glad to talk with you after
9 the meeting to see what we can do. Just hand around.
10 Okay?

11 CHRIS COVIAN: Thank you.
12 TOMMY DUNN: I'll get your
13 address.

14 LEON HARMON: Mr. Chairman,
15 next speaker is Jill O'Connor.

16 **INAUDIBLE COMMENT FROM AUDIENCE**

17 TOMMY DUNN: Okay. She's
18 good.

19 LEON HARMON: No one else is
20 signed up, Mr. Chairman.

21 TOMMY DUNN: Thank you.
22 We'll be moving on now to remarks from Council
23 members. I'm sorry?

24 **INAUDIBLE COMMENT FROM AUDIENCE**

25 TOMMY DUNN: There's a sign-
26 up sheet. At the first of the meeting you sign up.
27 But if you didn't know that and it's your first time,
28 come on up. You've got three minutes. State your name
29 and district for the record.

30 JOSH DAVEY (Phonics): I'm Josh Davey.
31 I own Fishing for Heroes, it's a non-profit
32 organization I started two and a half years ago. I
33 booked Green Pond Landing for March 9th for my first
34 annual Veterans Bass Tournament. And I do it full time
35 where I take veterans out Tuesday through Saturday,
36 free of charge. I supply everything but a sandwich for
37 the guys.

38 I get an email Friday from Neil Paul that he has
39 changed the date of my tournament. And it has been on
40 the books since July. I've got Strike King, which is
41 the large -- second largest fishing industry in bass
42 fishing. I'm sponsored by them. They're a part of the
43 event. I have the Army actually manning the event. I
44 have the Coast Guard bringing their boats in for the
45 event. And all of a sudden the date is going to be
46 changed? And I've been planning this since July. I'm
47 wondering what we can do about that.

48 TOMMY DUNN: We'll check on
49 it and see. First I've heard of it. Can't fix nothing
50 if you don't know nothing about it. You come to the

1 right place. If you had called your councilman, we
2 could have done done this before we got here tonight.
3 That'll be good.

4 JOSH DAVEY: I had one of
5 the guys from Vets Helping Vets try to reach out to one
6 councilman and that's why I put it off to today,
7 because he never got a reply. And so ---

8 TOMMY DUNN: If it was Mr.
9 Sanders -- that might have been who -- if it was Mr.
10 Sanders, he's out on the ocean. That's the reason if
11 he didn't reply if it was the last few days.

12 JOSH DAVEY: I'm actually in
13 District 7. I live in Piedmont. But as far as that, I
14 didn't know how to go about that because Green Pond
15 Landing is in a different district.

16 TOMMY DUNN: Call anybody.
17 Any councilman will be glad to help you. Any of them.

18 JOSH DAVEY: I literally got
19 the email from him at 4:26 Friday evening.

20 TOMMY DUNN: Okay. I can
21 tell you this. I feel for you and we're going to see
22 what we can do. But I can't solve it sitting right
23 here tonight. We'll look into it and see what we can.
24 Okay?

25 JOSH DAVEY: Thank you, sir.

26 TOMMY DUNN: Hand around
27 after the meeting.

28 LEON HARMON: No one else is
29 signed up.

30 TOMMY DUNN: Moving on now
31 to remarks from Council members. Mr. Davis, Jimmy
32 Davis, Councilman Davis.

33 JIMMY DAVIS: Nothing, sir.

34 TOMMY DUNN: Thank you.

35 Moving on to Councilman Glenn Davis.

36 GLENN DAVIS: Thank you, Mr.
37 Chairman. Being a veteran myself, I'd just like to
38 extend my heartfelt thanks to all the veterans in
39 Anderson County and the nation.

40 I'd also like to thank Ms. Watts for assisting with
41 my fish fry two weeks ago. Tremendous success. We fed
42 over 300 people. It was a success. That's all I have.
43 Thank you, Mr. Chairman.

44 TOMMY DUNN: Thank you, Mr.
45 Davis. Councilman Wright.

46 JOHN WRIGHT: Thank you, Mr.
47 Chairman. Just to echo Mr. Davis's comments. A lot of
48 Veterans Day parades and events going on in Anderson
49 County over the next several days. So, Mr. Davis,
50 thank you for your service and all the rest of the

1 veterans in Anderson County. Thank you. That's all I
2 have.

3 TOMMY DUNN: Thank you.

4 Ms. Wilson, Councilman Wilson.

5 CINDY WILSON: Thank you, Mr.

6 Chairman. And repeating what was just said, our
7 veterans have paid a price that few of us can
8 completely comprehend. It goes without saying, we have
9 probably the best Veterans Clinic and best Veterans
10 Home right here in Anderson County. Even when other
11 areas had horrible problems, they were serving our
12 veterans well to all -- by all accounts that I had
13 heard. So we're very blessed here. We appreciate our
14 veterans, our law enforce and public safety people.
15 Thank you.

16 TOMMY DUNN: Thank you. I'd
17 like to say for everybody to remember Veterans Day is
18 coming up to honor our veterans, keep them up. We had
19 a Veterans Day Parade Sunday. We didn't have too good
20 of a turnout. I wish we could get more people involved
21 and they can come out and show their support for the
22 veterans. Anderson County does have a lot of veterans.
23 We're a patriotic county.

24 I want to thank everyone for being here tonight.
25 Dismissed. And I'll see you two after the meeting.

26

27

(MEETING ADJOURNED AT 7:03 P.M.)

ORDINANCE NO. 2023-038

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SMURFIT KAPPA NORTH AMERICA 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.

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, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of October 3, 2023 (the “*Inducement Agreement*”) with Smurfit Kappa North America LLC, a Delaware limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Purple Haze*”), 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 facility in the County for the manufacture of packaging products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$68,000,000 in the County within the Investment Period, and the expected creation of approximately 215 new, full-time jobs at the Project, by year seven (7) of the SSC Term (as such terms are 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, a portion of the Project will consist of improvements to real property (the *“Improvements”*) located on, or to be located on, land that has been identified as part of that certain Fee in Lieu of Tax and Special Source Credit Agreement, dated as of November 16, 2021 by and between the County and Anderson Land, LLC (the *“Existing FILOT Agreement”*);

WHEREAS, the County and the Company intend to perform such further acts, adopt such further proceedings, and execute such further documents, as may be reasonably necessary to cause the Improvements to be eligible for inclusion in the Fee Agreement (as such term is defined below), or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement;

WHEREAS, the County and the Company desire and anticipate that the Improvements will be a part of the Project and eligible for inclusion in the Fee Agreement, or will otherwise be subject to fees-in-lieu-of taxes and receive special source credits calculated on terms equal to those in the Fee Agreement;

WHEREAS, the County and the Company intend for the Improvements to be counted as Economic Development Property, as that term is defined in the Fee Agreement and the FILOT Act;

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, and (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

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 (1) to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder, and (2) to cause the Improvements to be eligible for inclusion under the Fee Agreement, or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement.

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 21st day of November, 2023.

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: October 3, 2023
Second Reading: October 17, 2023
Third Reading: November 21, 2023
Public Hearing: November 21, 2023

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which received first reading on October 3, 2023, second reading on October 17, 2023, a third reading and public hearing, which was duly noticed, on November 3, 2023, and was duly adopted by the County Council at its meeting held on November 21, 2023, at which meetings a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this ____ day of _____, 2023

Renee Watts, Clerk to Council
Anderson County, South Carolina

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

SMURFIT KAPPA NORTH AMERICA LLC

Dated as of November 21, 2023

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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:	Smurfit Kappa North America LLC	Project Name:	Project Purple Haze
Projected Investment:	\$68,000,000	Projected Jobs:	215
Location (street):	1105 Scotts Bridge Road	Tax Map No.:	144-00-04-001
Attorneys	Christopher H. Kouri Andrew W. Saleeby	Attorney Firm	Maynard Nexsen PC
1. FILOT	Yes		
Required Investment:	\$2,500,000		
Investment Period:	5 + 5 years if the Contract Minimum Investment Requirement is met during Standard Investment Period	Ordinance No./Date:	
Assessment Ratio:	6% Fixed	Term (years):	30 + 10
Fixed Millage:	Yes; 317.59	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve \$2,500,000 (or \$5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
3. SSRC	Yes		
Total Amount:	90% years 1-5; 85% years 6-10; 52% years 11-30		
No. of Years	30 Years – performance based Special Source Credits. SSC Term starts once Company places first Phase of Project in service.		
Yearly Increments:	Yes – see above		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement by end of Standard Investment Period, or the Jobs Creation Target by end of year 7 of the SSC Term, Special Source Credit is reduced to 35%, but will be reinstated if investment/jobs levels are obtained within two years of cutoff.		
4. Other information			

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 November 21, 2023 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 **SMURFIT KAPPA NORTH AMERICA LLC**, a limited liability company organized and existing under the laws of the State of Delaware (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 4-1-170 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 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 facility in the County for manufacturing, and to serve as its North American headquarters.

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, the anticipated 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 an 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 November 21, 2023, 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:

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 Smurfit Kappa North America LLC, a Delaware limited liability company, its affiliates, 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 \$68,000,000 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.

“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 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.

“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 initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10th) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2023, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2033.

“Jobs Creation Target” shall mean, with respect to the Project, the creation of two hundred and fifteen (215) net new, full-time, jobs at the Project by the Company.

“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” 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 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 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(1), (2) and (3) 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.

“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.

“SSC Term” shall mean a period of thirty (30) consecutive years during which the Company shall be entitled to receive, and the County agrees to provide, Special Source Credits in accordance with Section 4.02 hereof, beginning with the first year following the calendar year in which the first Phase of the Project is placed in service.

“Standard Investment Period” shall mean the period beginning with the first day the Company purchases or acquires Economic Development Property to be placed in service at the Project, 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 40th 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 40 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project, which Termination Date includes the ten (10) year extension authorized by Section 12-44-40(21) of the FILOT Act; 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]

ARTICLE II

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 317.59 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, 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 Delaware, 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 manufacturing, 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 Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliates, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 215 new, full-time jobs (with benefits) 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, 2023.

(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-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 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. 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]

ARTICLE IV

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, placed in service by the Company or Sponsor Affiliate, as applicable, 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 assessed 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 40 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 317.59 mills during the Exemption Period against the assessed 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 SSC Term, calculated as follows: (1) 90% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5 of the SSC Term; (2) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 10 of the SSC Term; and (3) 52% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 11 through 30 of the SSC Term, all 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).

(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) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, the eighty-five percent (85%) Special Source Credit otherwise provided for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit otherwise provided for years 11-30 of the SSC Term, shall be reduced to thirty-five percent (35%) on a prospective basis only; provided, however, that if the Company meets the Contract Minimum Investment Requirement by the end of year 7 of the SSC Term, the eighty-five percent (85%) Special Source Credit for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit for years 11-30 of the SSC Term, shall be reinstated, but the Company shall not be entitled to recoup any Special Source Credits

not received for the period during which it did not meet the Contract Minimum Investment Requirement as specified in this Section 4.02(d).

(e) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Jobs Creation Target by the end of year 7 of the SSC Term, the eighty-five percent (85%) Special Source Credit otherwise provided for years 8 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit otherwise provided for years 11-30 of the SSC Term, shall be reduced to thirty-five percent (35%) on a prospective basis only; provided, however, that if the Company meets the Jobs Creation Target by the end of year 9 of the SSC Term, the eighty-five percent (85%) Special Source Credit for years 8 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit for years 11-30 of the SSC Term, shall be reinstated, but the Company shall not be entitled to recoup any Special Source Credits not received for the period during which it did not meet the Jobs Creation Target as specified in this Section 4.02(e).

(f) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against a 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 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 (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 FILOT, 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 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]

ARTICLE V

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; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. 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 twelve (12) 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 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 of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement 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 as evidenced by any one of the following: (1) a letter or other writing executed by an authorized county representative, (2) a resolution passed by the County Council, or (3) an ordinance passed by the County Council following three readings and a public hearing; (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]

ARTICLE VI

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, as the case may be (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]

ARTICLE VII
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:

Smurfit Kappa North America LLC
Attn: Stefano Panzini
125 E. John W. Carpenter Frwy, Suite 1500
Irving, Texas 75062

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC
Attn: Christopher H. Kouri
227 W Trade Street, #1550
Charlotte, North Carolina 28202

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC
Attn: Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202

If to the County:

Anderson County Administrator
Attn: Rusty Burns
Post Office Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County Attorney
Attn: Leon C. Harmon
Post Office Box 8002
Anderson, South Carolina 29622

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 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.

Section 7.13 Facsimile/Scanned Signatures

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.

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP

Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and 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 the 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.

[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

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

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

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

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

SMURFIT KAPPA NORTH AMERICA LLC

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

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 _____, 2023 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

(2) The cumulative total investment made by the Company, together with all 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__.

SMURFIT KAPPA NORTH AMERICA LLC

Name:_____

Its:_____

EXHIBIT C

INFRASTRUCTURE INVESTMENT 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 _____, 2023 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__.

SMURFIT KAPPA NORTH AMERICA LLC

Name: _____
Its: _____

ORDINANCE NO. 2023-040

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU-OF-TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND WC FIBER, LLC, ACTING FOR ITSELF, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO CERTAIN FACILITIES IN THE COUNTY; AND OTHER MATTERS RELATING THERETO.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, AS FOLLOWS:

Section 1 Findings. The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”), makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) The County 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 “*Fee Act*”) 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 Fee Act, with respect to a project.

(b) WC Fiber, LLC, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, Sponsor Affiliates (as defined in the Fee Act), lessors, and others (collectively, the “*Company*”) proposes to acquire, lease, construct, purchase, or install certain machinery, equipment, and other personal property in order to extend broadband infrastructure within the County that will serve the County and its citizens (the “*Project*”).

(c) Based on information provided to the County by the Company, the County Council has determined that the Project would subserve the purposes of the Fee Act, qualifies as a “project” S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70, and has made certain findings pertaining thereto in accordance with the Fee Act.

(d) In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on October 17, 2023, whereby the County agreed to provide the benefits of a negotiated fee in lieu of *ad valorem* tax and special source revenue credit with respect to the Project; and

(c) The County and the Company have agreed to the specific terms and conditions of such arrangements in a Fee-in-Lieu-of-Tax and Incentive Agreement (the “*Fee Agreement*”) by and between the County and the Company with respect to the Project, the form of which is attached

hereto as **Exhibit A**. It appears that the Agreements now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

Section 2 Statutory Recitations. As contemplated by Sections 12-44-40(I) and 12-44-70 of the Fee Act, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Fee Act and a “project” per S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Fee Act; and

(c) The 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 provided locally; and

(d) The Project gives rise to no pecuniary liability or charge against the general credit or taxing power of the County or any incorporated municipality; and

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 3 Negotiated Payment in Lieu of Taxes.

(a) The County hereby agrees to enter into the Fee Agreement. The Fee Agreement shall be in the form of a Fee Agreement, pursuant to the Fee Act, whereby the Company will acquire, construct, or install the Project within the County within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments with respect to the Project (“*Negotiated Payments-in-Lieu-of-Taxes*”) and grant certain special source revenue credits, as set forth in Section 2 hereof and in accordance with the terms of the Fee Agreement.

(b) The Negotiated Payments-in-Lieu-of-Taxes shall be determined using: (1) an assessment ratio of 6%, (2) the June 30, 2023 millage rate with respect to each component of the Project, based upon the location of such Project component and the millage rate applicable thereto, pursuant to Section 12-44-50(A)(1)(d) of the Fee Act, as set forth in greater detail in the Fee Agreement, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Fee Act for the full term of the Negotiated Payments-in-Lieu-of-Taxes; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act; and (4) and such other terms and conditions as will be specified in the Fee Agreement.

(c) The Negotiated Payments-in-Lieu-of-Taxes shall be calculated as provided in this Section 3 for all Economic Development Property placed in service during the Investment Period. For each annual increment of investment in Economic Development Property, the annual Negotiated Payments-in-Lieu-of-Taxes shall be payable for a payment period of twenty (30) years. Accordingly, if such Economic Development Property is placed in service during more than one

year, each year's investment during the Investment Period shall be subject to the Negotiated Payments-in-Lieu-of-Taxes for a payment period of twenty (30) years.

(d) The total special source revenue credit shall be an amount equal to twenty percent (20%) of that portion of Personal Property Fee Payments (as defined in the Fee Agreement) payable by the Company with respect to the Project for five (5) tax years after the effective date of the Fee Agreement.

Section 4 Fee Agreement. The form, provisions, terms, and conditions of the Fee Agreement, as attached at **Exhibit A** hereto, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered, and directed to execute the Fee Agreement in the name and on behalf of the County; the Clerk to the County Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the County Council is further authorized, empowered, and directed to deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form attached hereto 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 Fee Agreement attached hereto.

Section 5 Further Acts. The Chairman of the County Council, the County Administrator, and the Clerk to the County 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 Fee Agreement, including the execution and delivery of certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

Section 6 Severability. The provisions of this Ordinance are hereby declared to be severable 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 7 General Repealer; Effective Date. 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.

[Remainder of Page Left Blank]

Enacted and approved, in meeting duly assembled, this ____ day of _____,
2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
The Honorable Tommy Dunn
Chairman, County Council

[SEAL]

Attest:

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

Attest:

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

First Reading: October 17, 2023
Second Reading: November 7, 2023
Public Hearing: November 7, 2023
Third Reading: November 21, 2023

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
County Attorney

EXHIBIT A
DRAFT OF FEE AGREEMENT

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

By and between

ANDERSON COUNTY, SOUTH CAROLINA

and

WC FIBER, LLC

Dated _____, 2023

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This **FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT** (“*Fee Agreement*”) is made and entered into as of _____, 2023 (“*Effective Date*”), by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “*County Council*”) as governing body of the County, and **WC FIBER, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, along with its affiliated or related entities, and assigns, as Sponsor (collectively, “*Company*”) and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a “*Party*” and, collectively, as “*Parties*”).

RECITALS:

WHEREAS, to induce companies to locate in the State of South Carolina (the “*State*”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by the Code of Laws of South Carolina 1976, as amended (the “*Code*”) and particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”), to enter into a fee agreement with companies meeting the requirements of the Fee Act which identifies certain property of the Company as Economic Development Property (as defined herein) and provides for the payment of negotiated payments-in-lieu-of-taxes with respect to such property; and

WHEREAS, pursuant to the Fee Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public; and

WHEREAS, the County further finds that the Project, which will be used to provide retail fiber-based broadband service to the citizens of the County, is a “project” as that term is defined in S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70; and

WHEREAS, in order to induce the Company to make, or cause to be made, new or additional investment through the development or expansion of its facilities located in the County, the County has agreed to enter into a fee agreement and to provide other incentives under the Fee Act with the Company whereby the County would, under certain circumstances, accept certain negotiated payments-in-lieu-of-taxes with respect to the Project and receive certain special source revenue credits based on the amount of the investment made; and

WHEREAS, pursuant to a Resolution adopted _____, 2023, the County Council identified the Project, as required under the Fee Act, and pursuant an Ordinance enacted on _____, 2023 (the “**Ordinance**”), the County Council, authorized the County to enter into this Fee Agreement with the Company, which, establishes, among other things, a negotiated payment-in-lieu-of-taxes arrangement and special source revenue credit and identifies the property comprising the Project as Economic Development Property, subject to the terms and conditions hereof and the provisions of the Fee Act, all as set forth in greater detail herein.

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Fee Act, the Parties agree to waive a portion of the recapitulation requirements of Section 12-44-55 of the Fee Act. If the Company should be required to retroactively comply with all of the recapitulation requirements of Section 12-44-55 of the Fee Act, then the County agrees to waive any and all penalties and fees of the County for the Company’s noncompliance. The recapitulations required by Section 12-44-55(A) of the Fee Act are as follows:

1. Legal name of each party to the Agreement: Anderson County, South Carolina and WC Fiber, LLC
2. County and street address of the project and property subject to the Agreement:

County: Anderson County
Address: WC Fiber, LLC
229 Highway 28 Bypass
Abbeville, SC 29620
3. Length and term of the Agreement: Not to exceed 30 years
4. The assessment ratio applicable for each year of the Agreement: 6%
5. The millage rate applicable for each year of the Agreement: See **Exhibit A** for millage rates in each taxing district within the County where Economic Development Property may be acquired, constructed, or installed.
6. Minimum investment agreed upon: \$10,000,000

7. Schedule showing the amount of the fee and its calculation for each year of the agreement:
This provision has been waived.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: This provision has been waived.
9. Statements answering the following questions:
 - a. Is the project located in a multi-county park? No
 - b. Is disposal of property subject to the fee allowed? Yes
 - c. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes
 - d. Will payment amounts be modified using a net present value calculation? No
 - e. Do replacement property provisions apply? Yes
10. Any other feature or aspect of the agreement which may affect the calculations of items (7) and (8): This provision is waived.
11. Description of the effect upon the schedules required by items (7) and (8) of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): This provision is waived.
12. Which party or parties to the Agreement are responsible for updating any information contained in the summary document? This provision is waived.

SECTION 1.2. Rules of Construction; Use of Defined Terms. Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or agreement shall include any amendments, supplements, addenda, and modifications to that document, unless the context clearly indicates otherwise.

From time to time, reference is made herein to the term taxes or *ad valorem taxes*. All or portions of the Project subject to this Fee Agreement and, as such, are or may be exempt from *ad valorem* taxation under and by virtue of the provisions of the Fee Act. With respect to the Project, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the Fee Act.

SECTION 1.3. Definitions.

“**Act**” means, collectively, Title 12 Chapter 44 of the Code (the “*Fee Act*”).

“Administration Expenses” 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 attorneys’ fees at the hourly rates which are standard for legal services to the County but excluding any expenses incurred by the County in defending suits brought by any Company under Section 10.2 hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company an itemized statement of all 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” means any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or in which the Company has and maintains a minimum 51% equity interest, and any subsidiary, affiliate or other Person, individual, or entity, who bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

“Applicable Governmental Body” means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“Code” means Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

“Commencement Date” means the last day of the property tax year during which Project property, consisting of Economic Development Property, is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the Parties have entered into this Agreement. The parties presently anticipate that the Commencement Date may be, but shall not be required to be, December 31, 2023.

“Company” means WC Fiber, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and its affiliated or related entities, successors and assigns.

“Contractual Minimum Requirement” means an investment by the Company and, as applicable, any Sponsor Affiliate(s) in the Project of at least \$10,000,000 (without regard to depreciation, reassessment, or other diminution in value), which investment must be made by no later than December 31, 2028.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other

expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of Insurance of all kinds that may be required or necessary during the course of construction and Installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; I all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” means Anderson County, South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“Documents” mean the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” means all property qualifying as economic development property (as defined by the Fee Act), including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40I of the Fee Act, together with all Replacement Property.

“Event of Default” means any Event of Default specified in Section 10.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement, dated as of the date first written above, by and between the County and the Company.

“Fee Term” means the duration of the Negotiated Payments-in-Lieu-of-Taxes arrangement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Infrastructure” shall mean infrastructure serving the County and its citizens aand 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” means the period beginning with the first day that Economic Development Property for the Project is purchased or acquired and ending on the last day of the fifth property tax-year following the Commencement Date, subject to any further extension of such period as provided in Section 3.2(b) hereof. By way of example, in the event that Economic

Development Property comprising a portion of the Project is placed in service prior to December 31, 2023, the Investment Period shall end on December 31, 2028.

“Negotiated Payments-in-Lieu-of-Taxes” means the payments to be made pursuant to Section 5.1 of this Fee Agreement with respect to that portion of the Project consisting of Economic Development Property.

“Ordinance” means the Ordinance adopted by the County on _____, 2023, authorizing this Fee Agreement.

“Person” means and includes any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Personal Property Fee Payments” shall mean the payments in lieu of taxes for Infrastructure appropriately qualifying as personal property made by the Company with respect to the Project pursuant to the Act or Chapter 29 or Title 4 of the South Carolina Code of Laws, as amended, or any successor provisions thereto.

“Personal Property Special Source Revenue Credits” shall mean the credits to the Personal Property Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 7.4 hereof.

“Project” means: (i) the broadband infrastructure, as described more specifically in **Exhibit B** hereto, qualifying as Economic Development Property and (ii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

“Replacement Property” means any property placed in service as a replacement for any Economic Development Property regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Economic Development Property.

“SSRC Investment Target” shall have the same meaning as “Contractual Minimum Requirement” to be achieved by the Company and any Sponsor Affiliate in non-exempt investment by the SSRC Target Date.

“Sponsor Affiliate” means an entity or affiliate that joins with or is an affiliate of the Company, whose investment with respect to the Project shall be considered part of the Contractual Minimum Requirement and qualify for Negotiated Fee-in-Lieu Payments and other benefits pursuant to Section 5.1 hereof and Sections 12-44-30 and 12-44-130 of the Fee Act.

“SSRC Period” shall mean the five (5) year period beginning the year following the first year which any portion of the Project is first placed in service and running through the fifth (5th) year after the first year which any portion of the Project is first placed in service.

“**SSRC Target Date**” shall mean the date that is five (5) years after the Effective Date of this Agreement.

“**Stage**” in respect of the Project, means each annual increment of Project property, if any, placed in service during each year of the Investment Period.

“**State**” means the State of South Carolina.

“**Statutory Minimum Requirement**” means investment in the Project of at least \$2,500,000 (without regarding to depreciation, reassessment, or other diminution in value) within the Investment Period, in accordance with Section 12-44-30(14) of the Fee Act.

SECTION 1.4. *Internal References.* Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document. References herein to Title, Chapters or Sections, except the references to Sections of this Fee Agreement or where the intent clearly requires otherwise, refer to Sections of the Code. The words “hereof”, “herein”, “hereunder”, and other words of similar impact refer to this Fee Agreement as a whole.

ARTICLE II

LIMITATION OF LIABILITY; EXEMPTION FROM *AD VALOREM* TAXES

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Exemption from Ad Valorem Taxes.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the Company has entered into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the validity or enforceability of the Documents, the County's obligations hereunder, or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act and S.C. Code Ann. § 4-29-10.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable provisions of the Fee Act, each item of real and personal property comprising the Project shall be considered Economic Development Property.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, the Company may request of the County, and the County may approve in its sole discretion, an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Fee Act. The grant of any such extension by the County may be approved by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within thirty days of the date of execution thereof by the County. Notwithstanding the foregoing, to the extent permitted by law, the County agrees to extend the Investment Period for an additional five (5) years if Company demonstrates that it has satisfied the Contractual Minimum Requirement within the initial five (5) years of the Investment Period.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company organized and existing under the laws of the State of South Carolina authorized to transact business in the State. The Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in such Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in such Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely and materially affect the consummation of the transactions described in the Documents to which the Company is a party.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the execution, delivery, and performance by the Company of Documents to which the Company is a party and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company and, as applicable, any Sponsor Affiliate(s), has acquired, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain broadband infrastructure and other personal property which comprise the Project and is anticipated to expand access to broadband service within the County. The parties agree that Project property shall consist of such property and any additional personal property as may be identified by the Company, its Affiliates, or other third parties that have entered into any financing, lease, license or other access arrangement with the Company or any of its Affiliates with respect to Project property, in connection with annual filings with the DOR of Form PT-300, or comparable property tax or fee in lieu of tax forms, including any schedules thereto (as such filings may be amended or supplemented from time to time), for each year within the Investment Period and, with respect to Replacement Property, for each year thereafter during the term of this Fee Agreement.

Pursuant to the Fee Act, the Company and the County hereby agree that to the extent that the property comprising the Project is Economic Development Property, it will remain Economic Development Property so long as such property meets the requirements of the Fee Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service, without any limit as the amount thereof, at any time under this Fee Agreement, but such property may only qualify as Economic Development Property if it is placed in service during the Investment Period, including any additional extension period, or is Replacement Property.

All investment in the Project by the Company, by any of its Affiliates, and by any third party to the extent that the Company or any of its Affiliates utilizes the property funded by such third party pursuant to any financing, lease, license, or other access arrangement shall, to the extent permitted by law, count toward any investment requirement or threshold, and the timeframe during which such investment must be made, specified in this Fee Agreement including, without limitation, the Contractual Minimum Requirement and the Statutory Minimum Requirement. Any Sponsor Affiliate shall hereby be entitled, to the extent permitted by the Fee Act, to all rights and benefits set forth in this Fee Agreement including, without limitation, the Negotiated Payments-in-Lieu-of-Taxes arrangement specified in Section 5.1 hereof and shall be bound by all of the terms and provisions of this Fee Agreement related thereto, except as provided otherwise in any separate written agreement, all with respect to each such entity's portion of the Project. The Company shall notify DOR in writing of all such entities to benefit from the Negotiated Payments-in-Lieu-of-Taxes arrangement in accordance with Section 12-44-130(B) of the Fee Act. Any other entity to

whom the Company intends to extend the benefits of the Negotiated Payments-in-Lieu-of-Taxes arrangement may, at the request of the Company, be approved by a resolution passed by the County Council, in its sole discretion.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its commercially reasonable efforts to cause the acquisition, construction and installation of the Project to be completed within the Investment Period; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete, or cause the completion of, the acquisition, construction, and installation of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make, or cause to be made, from time to time any additions, modifications to the Project that it may deem desirable for its business purposes.

SECTION 4.4. *Payment of Administration Expenses.* The Company shall reimburse, or cause to be reimbursed, 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, promptly upon written request therefor, but in no event later than sixty 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 hereby, 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 contemplated hereunder. The parties understand that legal counsel to the County has estimated its fees and other expenses for the drafting of the Inducement Resolution and this Agreement and all resolutions, ordinances and other documentation related thereto at \$5,000. The Company shall pay such amount to the County within 30 days of the execution of this Fee Agreement.

SECTION 4.5. *Reports, Filings.* In accordance with Section 12-44-90 of the Fee Act, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty days after the date of execution and delivery hereof and shall also cause a copy of this Fee Agreement to be filed with the County Auditor and the County Assessor of Greenville County, South Carolina. In addition, the Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Fee Act.

SECTION 4.6. *Addition of Sponsor Affiliates.* Upon request of and at the expense of the Company, the Company may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a joinder agreement in the form attached to this Fee Agreement as **Exhibit C**. The County specifically approves the addition of any Affiliate of Company, Blue Ridge Electric Cooperative, Inc. ("**BREC**"), or any

Affiliate of BREC, as a Sponsor Affiliate to this Fee Agreement upon BREC entering into a Joinder Agreement as provided by this Section 4.6.

ARTICLE V

NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Negotiated Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the Constitution of the State, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Fee Act, and unless this Fee Agreement is sooner terminated, the Company shall make, or cause to be made, annual Negotiated Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Fee Act. Such amounts shall be calculated and payable as follows:

(a) Subject to the provisions of Section 5.4, the County has agreed to accept, and the Company has agreed to make, or cause to be made, annual Negotiated Payments-in-Lieu-of- Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect and to such property, if it were taxable, but using (i) an assessment ratio of 6%; (ii) the millage rates in effect on June 30, 2023 applicable to the various components of the Project, based upon the location thereof within the County and the total millage rates levied therein, as set forth in **Exhibit A** hereof; and (iii) the fair market value of such property which shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act as follows:

(i) for real property if such real property is constructed for the fee or is purchased in an arm's length transaction, by utilizing the original income tax basis for South Carolina income tax purposes without regard to depreciation, reassessment, or other diminution in value, which value shall remain fixed for the Fee Term; and

(ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation, reassessment, or other diminution in value, allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Negotiated Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those 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.

(c) The Company shall make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the year Project property consisting of Economic Development Property is first placed in service. The

Negotiated Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any Economic Development Property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding the Fee Term as provided for in Section 5.3 herein. Pursuant to and subject to the Fee Act: (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) more than one piece of Replacement Property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the Project property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Project property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property were not allowed; and (vi) Replacement Property is entitled to Negotiated Payments-in-Lieu-of-Taxes pursuant to this Section 5.1 hereof for the remaining portion of the Fee Term hereof applicable to the property which it is replacing.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.4 hereof with regard to the maintenance of certain investment levels, and this Section 5.2 with respect to Replacement Property, the Negotiated Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which such Stage of the Project is placed in service through the last day of the property tax year which is the twenty-ninth

year following such year; provided, that the maximum term of this Fee Agreement shall not be more than thirty (30) years from the end of the last year of the Investment Period. This Fee Agreement shall terminate, as to the Negotiated Payments-in-Lieu-of-Taxes arrangement, with respect to the Project or any Stage or part thereof, upon the earlier to occur of (a) payment of the final installment of Negotiated Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Failure to Achieve or Maintain Investment Requirements.*

(a) In the event that the Contractual Minimum Requirement is not satisfied, as to both the amount invested by the Company and the timeframe in which such investment must be made, then the Negotiated Payments-in-Lieu-of-Taxes shall revert retroactively to *ad valorem* property taxation and the County shall terminate this Fee Agreement. In the event that the County terminates this Fee Agreement pursuant to the provisions of this Section 5.4, by no later than the date that is ninety (90) days after the termination date, the Company shall make, or cause to be made, payments to the County in an amount equal to the difference between the Negotiated Payments-in-Lieu-of-Taxes theretofore made and the amount of *ad valorem* property taxes which would otherwise have been due, subject to Section 5.4(c) hereof, provided, however, that notwithstanding the foregoing provisions of this Section 5.4(a), as long as the Statutory Minimum Requirement is nevertheless satisfied by December 31, 2028, upon request of the Company, the County may by resolution of County Council, in its sole discretion, elect to waive any or all of the differential payment to the County otherwise required by this Section 5.4(a).

(b) In the event that the Company is required to make, or to cause to be made, any differential payment to the County or is no longer eligible for Negotiated Payments-in-Lieu-of-Taxes, pursuant to paragraphs (a) of this Section, in calculating any such differential payment or prospective *ad valorem* property tax due from the Company, the Company shall be entitled: (1) to enjoy any other property tax exemption that would have been available to the Company with respect to the Project had the Company and the County not entered into this Fee Agreement; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* property taxes hereunder or under the Fee Act.

(c) Notwithstanding anything herein to the contrary, including without limitation the provisions of Section 10.2 hereof, the remedies stated in this Section 5.4 hereof shall be the County's sole remedies for failure to meet any required investment level hereunder or under the Fee Act.

SECTION 5.5. *[Reserved]*

SECTION 5.6. *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Fee Act, in the form of Negotiated Fee-in-Lieu of Tax Payments as described in Section 5.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company or, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to Negotiated Fee-in-Lieu of Tax Payments to the same extent as the Economic Development Property under this Fee

Agreement, upon proper application of the law and applicable procedures by the Company or, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or, as applicable, any Sponsor Affiliate on their respective DOR Form PT-300.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the County and the Company covenant that:

(a) all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section 6.1 and any other provision in any document shall arise, then in that case, this Section 6.1 shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or other political subdivision of the State in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

SPECIAL SOURCE REVENUE CREDITS

SECTION 7.1 *SSRC Investment Target.* The Company shall use commercially reasonable efforts to cause the SSRC Investment Target to be achieved no later than the SSRC Investment Target Date.

SECTION 7.2 *Books and Records.* The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company’s compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 7.4(a) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain 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, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 7.3 *Payment of Costs of Infrastructure.* The Company and, as applicable, any Sponsor Affiliate(s), shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 7.4 *Personal Property Special Source Revenue Credits.*

(a) To reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Personal Property Fee Payment(s) to be first payable on or before the January 15th immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company annual Personal Property Special Source Revenue Credits during the SSRC Period in an amount equal to twenty percent (20%) of that portion of Personal Property Fee 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).

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

(c) In no event shall the aggregate amount of all Personal Property Special Source Revenue Credits claimed by the Company or, as applicable, any Sponsor Affiliate(s), exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company and each Sponsor Affiliate 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 D. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of a Personal Property Special Source Revenue Credit may not be duplicated through a Personal Property Special Source Revenue Credit to the Company for the same expenditure.

(d) To the extent any Personal Property Special Source Revenue 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) THIS AGREEMENT AND THE PERSONAL PROPERTY SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PERSONAL PROPERTY FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR 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 PERSONAL PROPERTY SPECIAL SOURCE REVENUE CREDITS.

(f) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Personal Property Fee Payments for the Project. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Personal Property Fee Payments.

SECTION 7.5. *Transfers of Project; Assignment of Interest in this Agreement by the Company.* The County hereby acknowledges that the Company may, in accordance with applicable law, sell, transfer or convey, or grant its interest in the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent or subsequent ratification of the County, which shall not be unreasonably withheld. Provided, however, that Company's sale, transfer, conveyance, grant or assignment of such interests to an Affiliate or, as applicable, and Sponsor Affiliate (any such transfer, an "Affiliate Transfer"), shall not require the County's consent, but the Company will promptly notify the County of same. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Personal Property Special Source Revenue Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Personal Property Special Source Revenue Credits under applicable law.

ARTICLE VIII

EFFECTIVE DATE

SECTION 8.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE IX

SPECIAL COVENANTS

SECTION 9.1. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees (collectively, the "***Indemnified Parties***") harmless from pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 9.1(b) hereof.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering

into and performance of the transactions described in the Documents, if any of the Indemnified Parties should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the Indemnified Parties against all pecuniary claims by or on behalf of any Person, arising (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, and all reasonable costs and expenses, including reasonable attorney's fees, incurred in connection with defending against any such claim, and upon notice from the County, the Company at its own expense shall defend the Indemnified Party in any such action or proceeding. An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents or employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual members, officers, agents or employees.

SECTION 9.2. *Assignment and Leasing.* Subject to and pursuant to the Fee Act, including Section 12-44-120 thereof, with the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Fee Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Affiliates of the Company and to any transfer or assignment of any or all of such interest among other such Affiliates. Except as otherwise required by the Fee Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Fee Act. Notwithstanding any provision of this Section 9.2 to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that, to the extent permitted by the Fee Act, such approval may be provided by a letter or other writing executed by the Chair or the County Administrator, and each of those two officials are hereby expressly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating

such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

SECTION 9.3. *Commensurate Benefits.* The parties acknowledge the intent of this Fee Agreement, in part, is to afford the Company the benefits specified in Article V hereof in consideration of the Company's decision to locate the Project within the County, and this Fee Agreement has been entered into in reliance upon the enactment of the Fee Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Fee Act is unconstitutional or this Fee Agreement or agreements similar in nature to this Fee 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 Fee Agreement in any material respect, then at the request of the Company, the County agrees to extend to the Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a lease purchase agreement or similar arrangement with the Company pursuant to Section 12-44-160 of the Fee Act, under Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, and to take such other steps as may be appropriate to extend to the Company the intended benefits of this Fee Agreement, including, without limitation, the provision of a special source revenue credit which is commensurate to the benefits which would otherwise accrue to the Company under the Fee Agreement.

SECTION 9.4. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith. To the extent that the Company has heretofore provided confidential and proprietary information regarding the Project in the County which has been provided under written designation of the Company as "Confidential," the County shall not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, at the expense of the Company.

ARTICLE X

EVENT OF DEFAULT AND REMEDIES

SECTION 10.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make, or cause to be made, any Negotiated Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for thirty days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 10.1(a) hereof), and such failure shall continue for a period of thirty days after written notice of default has been given to the Company by the County; provided if by reason of “force majeure” as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than thirty days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council or other County authority; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

(d) Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, the sole remedy for which is set forth in Section 5.4 hereof.

SECTION 10.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the County, after having given written notice to the Company, or, as applicable, any Sponsor Affiliate (a copy of which shall be provided to the Company by the County), of such default and after the expiration of a thirty (30) day cure period may (i) terminate this Fee Agreement; or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49 and Title 12, Chapter 51) and any act relating to the enforced collection of taxes. The County’s right to receive Negotiated Payments-in-Lieu-of-Taxes shall, subject all times to the liens of the United States Department of Agriculture, Rural Utilities Service and its affiliated lenders, CoBank, ACB and National Rural Utilities Cooperative Finance Corporation, have priority lien status to other creditors pursuant to Section 12-44-90 of the Fee Act and Title 12, Chapters 4 and 54 of the Code. 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 Fee Agreement, including, without limitation, a suit for mandamus or specific performance.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power,

or remedy provided for in this Fee 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 the Company of any one or more of the rights, powers, or remedies provided for in this Fee 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 the Company of any or all such other rights, powers, or remedies.

SECTION 10.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE XI

OPTION TO TERMINATE

SECTION 11.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty days-notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within one hundred eighty (180) days of termination.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 12.1:

If to the Company:

WC Fiber, LLC
ATTN: Jeff T. Wilson, Chief Executive Officer
233 Highway 28 Bypass
Abbeville, SC 29620

With copy to (such copy shall not constitute notice):

Christopher McDonald, Esq.
The Tiencken Law Firm
234 Seven Farms Dr., Suite 114
Charleston, SC 29492

If to the County:

Anderson County Council, South Carolina
Attention: County Administrator
PHYSICAL:
101 South Main Street
Anderson, SC 29624
MAILING:
Post Office Box 8002
Anderson, SC 29622
Telephone: (864) 260-4031
Email: rburns@andersoncountysc.org

With copy to:

Anderson County, South Carolina
Attention: Leon C. Harmon, County Attorney
PHYSICAL:
101 South Main Street
Anderson, SC 29624
MAILING:
Post Office Box 8002
Anderson, SC 29622
Telephone: (864) 964-6538
Email: lharmon@andersoncountysc.org

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 12.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns, subject to Section 10.2 hereof.

SECTION 12.3. *Invalidity and Severability.* In the event that the Fee Act or the Negotiated Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid or unenforceable in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall

not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4 of the Code.

SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 12.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Negotiated Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* property taxes.

SECTION 12.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent including, without limitation, any County consent specifically referred to in this Fee Agreement, may, at the sole discretion of the County, be provided by a resolution of County Council.

SECTION 12.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 12.8. *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 thereof.

SECTION 12.9. *Law Governing Construction of Agreement.* The laws of the State shall govern the construction of this Fee Agreement.

SECTION 12.10. *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 12.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments and undertaking further proceedings as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 12.12. *Use of Local Goods, Services, and Suppliers.* The Company agrees, in construction of the Project, to make commercially reasonable efforts to make use of goods, services, and suppliers that are derived from contractors, vendors, and service providers that are based in or have a significant presence in the County.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, and WC FIBER, LLC, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.

**ANDERSON COUNTY, SOUTH
CAROLINA**

The Honorable Tommy Dunn
Chairman, County Council

ATTEST:

Renee D. Watts
Clerk to County Council

[Signature Page of Company to Follow]

[Signature Page of County]

WC FIBER, LLC

By: Jeff T. Wilson

Its: Chief Executive Officer

[Signature Page of Company]

EXHIBIT A

MILLAGE APPLICABLE TO PROJECT COMPONENTS [To Be Confirmed]

Anderson County		
Millage Rates		
County Base Millage		
Anderson County Total		.08330
<i>Includes:</i>		
County Ordinary	.06350	
Capital Projects Fund	.00370	
Infrastructure Reserve Fund	.00140	
Library	.00650	
County EMS	.00640	
GO Bond 2014 Refunded	.00100	
GO Bond 2020 Series	.00080	
School District Millage Rate		
District Total: Anderson 1		.22411
Career and Technology	.01926	
County Schools	.01770	
Tri-County Tech	.00310	
School Operations	.15005	
School Bond Sinking Fund	.03400	
District Total: Anderson 2		.25029
Tri-County Tech	.00310	
County Schools	.01770	
School Bond Sinking Fund	.02300	
School Operations	.18723	
Career and Technology	.01926	
District Total: Anderson 3		.24525
School Bond Sinking Fund	.04000	
County Schools	.01770	
Tri-County Tech	.00310	
School Operations	.18445	

[continued on next page]

District Total:	Anderson 5	.27810
	County Schools	.07700
	School Operations	.18300
	School Bond Sinking Fund	.01500
	Tri-County Tech	.00310
District Total:	Pickens	.16400
	School Operations	.16400

Municipal Millage Rate

Anderson	.10900
Belton	.12500
Clemson	.08570
Easley	.06650
Honea Path	.13400
Iva	.18210
Pendleton	.12700
West Pelzer	.09400
Williamston	.11250

Other Millages Not Included in County Base

Name	Purpose	Location	Millage Rate
Anderson County Sewer	Sewer	Unincorporated Areas less Homeland & Piedmont	.00300
Big Creek	Watershed	School District 1	.00220
Broadmouth	Watershed	School District 1	.00142
Brushy Creek	Watershed	School District 1	.00063
Cobbs Glen Public Service	Lights	School District 5	.00460
County Fire	Fire	Unincorp, Starr, Iva, W Pelzer, Clemson, Pendleton	.00718
Homeland Park	Water/Sewer	Homeland Park	.01600
Piedmont Public Service	Water/Sewer	Piedmont	.07470
Sedgewood Public Service	Water/Sewer	Sedgewood	.00700
Three & Twenty	Watershed	School District 1	.00044

Special Fees (Additional Charges)

Fee Name	Purpose	Location	Fee
Ashwood	Roads	District 5	\$155.55
Clarendon	Light, Garbage Pick up	District 5	\$117.68
Easley Storm Water	Storm Water	Easley	\$30.00
Hidden Brook	Roads	District 5	\$379.73
Knightsbridge	Roads	District 5	\$449.27
Sharen Ridge	Roads	District 5	\$182.15
Solid Waste Fee	Solid Waste	Countywide	\$75.00
The Farm	Roads	School District 1	\$430.06

Value of One County Mil (Based on County Operations Only)

This helps determine the county's tax base for comparative analyses.	\$861,000
--	-----------

EXHIBIT B

PROJECT DESCRIPTION

The Project will consist of construction of an 100-percent fiber-optic-to-the-premises network capable of gigabit or greater symmetrical speeds that will pass approximately 5,500 addresses within the County.

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement dated as of [DATE] (the "Fee Agreement"), between Anderson County, South Carolina (the "County") and [COMPANY OR SPONSOR AFFILIATE], (the "Company").

4. 1. Joinder to FILOT Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance with the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Fee Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(19) and Section 12-44-130 of the Fee Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 12.1 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

DATE: _____

[SPONSOR AFFILIATE]

By: _____
Its: _____

EXHIBIT D

**FORM OF INFRASTRUCTURE INVESTMENT
CERTIFICATION**

I _____, the _____ of WC Fiber, LLC (the “***Company***”), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 20____ (the “***Agreement***”) between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20____, the total amount of Personal Property Special Source Revenue Credits received by the Company is as follows:

(a)		\$ _____
(c)	Total Personal Property Special Source Revenue Credits received	\$ _____

(2) As of [DATE], the total amount of investment in Costs of Infrastructure by the Company is not less than \$[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____.

WC FIBER, LLC

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2023-041

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (WORKFORCE HOUSING) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF VILLAGE OF WEST GREENVILLE, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2020-042 enacted by Anderson County Council on December 15, 2020 and Ordinance No. 5239 enacted on December 1, 2020 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (Workforce Housing) effective as of December 15, 2020, as amended (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 Village of West Greenville, LLC, 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:

1. Exhibit A to the Agreement is hereby and shall be amended and revised to include the 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 Council 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.

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.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman

1st Reading: October 17, 2023

2nd Reading: November 7, 2023

3rd Reading: November 21, 2023

Public Hearing: November 21, 2023

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park effective as of December 15, 2020, as amended,
between Anderson County and Greenville County

TMS Nos.:
0118001400200
0118001400300
0118001400400
0118001300200
0118001302800
0118001300300
0118001302700
0118001300501
0118001302600
0118001300500
0118001302500
0118001302400
0118001300600

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 October 17, 2023, November 7, 2023 and November 21, 2023, 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: _____, 2023

ORDINANCE NO. 2023-043

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 OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT COLORFUL, 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, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2023 (the “*Inducement Agreement*”) with [PROJECT COLORFUL], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Colorful*”), 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 \$6,195,000 in the County and the expected creation of twenty-four (24) new, full-time jobs at the Project, all 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 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, and (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

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 County Administrator, 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 _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

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 _____, 2023, _____, 2023, and _____, 2023, 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 D. Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2023

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT COLORFUL]

Dated as of _____, 2023

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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:	<i>To be provided</i>	Project Name:	Project Colorful
Projected Investment:	\$6,195,000	Projected Jobs:	24
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$6,195,000	Required Jobs:	28
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	319.79 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	80% years 1-5; 40% years 6-10		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement either or both are not made during the Standard Investment Period, the SSC is reduced to 20% for years 6-10; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 th year, the SSC will return to 40% for years 8-10.		
4. Other information			

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 _____, 2023 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 COLORFUL], 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 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 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 facility in the County for the manufacture of custom automation equipment and related products.

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 _____, 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 [PROJECT COLORFUL], 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 \$6,195,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

Contract Minimum Jobs Creation Requirement” shall mean, with respect to the Project, twenty-four (24) new full-time jobs (with benefits) with expected average wages of \$28.88 per hour.

“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 and this Fee Agreement, and 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.

“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(c) hereof.

“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 the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, 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.

“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.

“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]

ARTICLE II

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 319.79 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, 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 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 Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

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, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Contract Minimum Jobs Creation Requirement, all 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, 2024.

(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-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 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. 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]

ARTICLE IV

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 319.79 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 Standard 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 a period of ten (10) consecutive years in an amount equal to eighty percent (80%) for years 1 through 5 and forty percent (40%) for years 6 through 10 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.

(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 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.

(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 and Jobs Creation Requirement

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to twenty percent (20%) 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; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall return to forty percent (40%) for years 8 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation 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 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]

ARTICLE V

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; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. 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 twelve (12) 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 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]

ARTICLE VI

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]

ARTICLE VII
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:

With a copy to:

Maynard Nexsen PC
Attn: James K. Price
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: 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 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.

Section 7.13 Facsimile/Scanned Signatures

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 Chairman of County Council 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 D. Watts, Clerk to County Council,
Anderson County, South Carolina

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

[PROJECT COLORFUL]

Name: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT AND JOBS CREATION 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 _____, 2023 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 \$_____.

(3) The number of new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Investment Period) is _____ persons and their average wage exceeds \$19.38 per hour. The total number of employees of the Company at the Project as of 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 _____ (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 _____, 2023 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.: 2023-044

AN ORDINANCE TO LEASE REAL PROPERTY LOCATED AT 731 MICHELIN BOULEVARD TO D&S ENTERPRISES OF ANDERSON, LLC D/B/A HELI-PLANE AVIATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County has authority pursuant to the South Carolina Code of Laws, 1976, as amended, and specifically section 4-9-30, to lease, sell or otherwise dispose of real property;

WHEREAS, Anderson County is required under S.C. Code Ann. § 4-9-130 to hold a public hearing on notice to sell, lease or contract to sell or lease real property owned by the County;

WHEREAS, Anderson County is the owner of a parcel of real property located at 731 Michelin Boulevard, which is a portion of a larger tract with tax map number 097-00-02-019 (the "Property");

WHEREAS, Heli-Plane Aviation desires to lease the property for the purpose of helicopter repair and development of aviation coating products; and

WHEREAS, D&S Enterprises of Anderson, LLC is a South Carolina Limited Liability Company Registered with the office of the South Carolina Secretary of State.

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

1. Anderson County desires to lease the following property to D&S Enterprises of Anderson, LLC d/b/a Heli-Plane Aviation:

The parcel of real property located at 731 Michelin Boulevard which is a portion of a larger tract with TMS No. 097-00-02-019. (That portion is to the east of Michelin Boulevard and previously used as the County Public Works site.)

2. The Anderson County Administrator is hereby authorized to and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.

3. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

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 Third Reading and Enactment by Anderson County Council.

ENACTED in a duly assembled meeting this ____ day of _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

Renee Watts, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading:
Second Reading:
Third Reading:
Public Hearing:

EXHIBIT A
(Presently Under Negotiation)

ORDINANCE NO. 2023-045

AN ORDINANCE TO APPROVE THE GRANT OF A RIGHT-OF-WAY EASEMENT TO DUKE ENERGY CAROLINAS LLC, ON REAL PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA, TO BE UTILIZED FOR THE NEW DETENTION CENTER; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County has authority pursuant to the South Carolina Code of Laws, 1976, as amended, and specifically section 4-9-30, to lease, sell or otherwise dispose of real property;

WHEREAS, Anderson County is required under S.C. Code Ann. § 4-9-130 to hold a public hearing on notice to sell, lease or contract to sell or lease real property owned by the County;

WHEREAS, Anderson County is the current owner of real property identified by tax map numbers 122-00-01-001, 122-00-01-008, and 122-00-01-005;

WHEREAS, Anderson County desires to encumber the above-referenced land for the benefit of Duke Energy Carolinas, LLC, for the purpose of installing and maintaining overhead and underground electric utility facilities.

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

1. The Anderson County Council hereby approves the Right-of-Way Easement on portions of tax parcels 122-00-01-001, 122-00-01-008, and 122-00-01-005, as shown on Exhibit A attached hereto, for purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and/or removing electric utilities and the necessary fixtures and equipment within the Right-of-Way Easement. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and or on behalf of the County to carry out the transaction authorized by this Ordinance.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically 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. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading _____

Public Hearing: _____

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

EXHIBIT A
(Presently Under Negotiation)

ORDINANCE NO. 2023-046

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 OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS [PROJECT WHITE] 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, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2023 (the “*Inducement Agreement*”) with [Project White], a _____ (the “*Company*”) (which was known to the County at the time as “*Project White*”), 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 facility in the County for the manufacture of _____ (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$14,000,000 in the County and the expected creation of approximately 26 new, full-time jobs at the Project, all 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 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, and (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

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. 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 _____, 2023.

ENACTED in meeting duly assembled this __ day of _____, 2023.

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: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

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 _____, 2023, _____, 2023, and _____, 2023, 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 Council
Anderson County, South Carolina

Dated: _____, 2023

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT WHITE]

Dated as of _____, 2023

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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:	[To come.]	Project Name:	Project White
Projected Investment:	\$14,000,000	Projected Jobs:	26
Location (street):	[To come.]	Tax Map No.:	[To come.]
1. FILOT			
Required Investment:	\$14,000,000	Required Jobs:	26
Investment Period:	5 years	Ordinance No./Date:	[To come.]
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	[.31228]	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a) If the FILOT Act Minimum Investment Requirement is not met during the Standard Investment Period, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 10, 2010 between Anderson and Greenville counties.		
3. SSRC			
Total Amount:	See section 4.02		
No. of Years	10		
Yearly Increments:	90% for tax years 1-3 55% for tax years 4-10		
Clawback information:	See Section 4.03 If the Contract Minimum Investment Requirement or Contract Minimum Job Requirement is not met by the end of the 4 th year following the Commencement Date, the 55% SSRC for years 4-10 shall be reduced to 30%. If the Contract Minimum Investment Requirement and Contract Minimum Job Requirement is met by the end of the 7 th year following the Commencement Date, the SSRC will increase to 55% for the remaining credit period.		
4. Other information			

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 _____, 2023 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 WHITE**], 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 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 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 facility in the County for the manufacture of _____ and related products.

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 [_____], 2023, 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:

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 [Project White], 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 \$14,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Contract Minimum Jobs Requirement” shall mean, with respect to the Project, the creation of at least twenty-six (26) new, fulltime jobs.

“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(c) hereof.

“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 the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of November 2, 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 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.

“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]

ARTICLE II

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 [.31228] mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, 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 manufacturing, 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 Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

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, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 26 new, full-time jobs (with benefits) 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, 2023.

(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 Contract Minimum Investment Requirement within the 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. 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]

ARTICLE IV
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 [.31228] 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 Standard 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 a period of ten (10) consecutive years (the "*Credit Period*") in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project during years 1-3, and an amount equal to fifty-five percent (55%) of that portion of FILOT Payments payable by the Company with respect to the Project during years 4-10 (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.

(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) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement not be met by the end of the fourth (4th) year following the Commencement Date, the 55% Special Source Credit otherwise payable under this Fee Agreement shall be reduced to thirty percent (30%); provided, however, that if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement is met by the end of the seventh (7th) year following the Commencement Date, the 30% shall increase to 55% for the remainder of the Credit Period. The Company shall not be entitled to any lost Special Source Revenue Credits for the period of time in which the Special Source Revenue Credits were reduced.

(e) 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.

(f) 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.

(g) 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.

(h) 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) 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 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 FILOT, 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]

ARTICLE V

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; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. 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 twelve (12) 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 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 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 of the Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement 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; (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]

ARTICLE VI

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]

ARTICLE VII
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 White] _____
Attn: _____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

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. 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 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.

Section 7.13 Facsimile/Scanned Signatures

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 Chairman 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 WHITE]

By: _____
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 _____, 20__ between [_____] 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 _____ (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 _____, 20__ between [_____] County, South Carolina and the Company (the "**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) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** 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. 2023-047

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 TO INCLUDE CERTAIN PROPERTY OF [PROJECT WHITE]; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to [Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010] (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 Anderson County to [Company Name], it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that:

1. Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council 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.

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.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman

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

Anderson County TMS Numbers:

[To come]

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 _____, 2023, _____, 2023 and _____, 2023, 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: _____, 2023

Ordinance #2023-042

AN ORDINANCE TO AMEND THE 2016 ANDERSON COUNTY COMPREHENSIVE PLAN ELEMENT OF THE POPULATION, ECONOMIC DEVELOPMENT WORKFORCE, AND A NEW ELEMENT OF RESILIENCE AND ALL MAPS AND MATERIALS CONTAINED THEREIN; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Planning Commission was appointed by County Council and is the duly authorized body to prepare a Comprehensive Plan that conforms to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, and to carry out a continuing planning program for the physical, social, and economic growth, development, and redevelopment of Anderson County;

WHEREAS, Section 6-29-510 (E) of the South Carolina Code of Ordinances 1976, as amended, requires that a Planning Commission review and update the plan every five (5) years to determine whether changes in the amount, kind, or direction of development of the area or other reasons make it desirable to make additions or amendments to the plan;

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2023, after which time it resolved to recommend the amendment of the 2016 Anderson County Comprehensive Plan to the Anderson County Council for adoption;

WHEREAS, the Anderson County Council has reviewed said Comprehensive Plan Updates of population, economic development workforce, and resilience and held a duly advertised Public Hearing amending the 2016 Comprehensive Plan; and

WHEREAS, Anderson County Council desires to adopt the Amendment of elements to the 2016 Comprehensive Plan, and all maps and materials contained therein.

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

1. The Anderson County Council hereby finds that the Amendment of the 2016 Comprehensive Plan, with all maps and materials contained therein is consistent with requirements of the South Carolina Code of Laws Title 6, Chapter 29. Article 3.
2. 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.
3. All orders, resolutions, and enactments 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 and effect from and after third reading and enactment by Anderson County Council.

ORDAINED in a duly assembled meeting this ____ day of _____, 2023.

ATTEST:

FOR ANDERSON COUNTY:

By: Rusty Burns
Administrator

By: Tommy Dunn
Chairman, Anderson County Council

Renee Watts, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading:
Second Reading:
Third Reading:
Public Hearing:

**A RESOLUTION OF THE
ANDERSON COUNTY PLANNING COMMISSION**

A RESOLUTION TO RECOMMEND THAT ANDERSON COUNTY COUNCIL ENACT AN ORDINANCE TO AMEND THE 2016 COMPREHENSIVE PLAN WITH ELEMENTS OF POPULATION INCREASE, ECONOMIC DEVELOPMENT WORKFORCE AND RESILIENCE AND MAPS CONTAINED THEREIN

WHEREAS, the Anderson County Planning Commission was appointed by County Council and is the duly authorized body to prepare a Comprehensive Plan that conforms to the 1994 Act, and to carry out a continuing planning program for the physical growth, social growth, and economic development and redevelopment of Anderson County; and

WHEREAS, Section 6-29-510 of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended), requires that a Planning Commission review the comprehensive plan or elements every five (5) years to determine whether changes in the amount, kind, or direction of development of the area or other reasons make it desirable to make additions or amendments to the plan and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2023, during which time it reviewed the Anderson County Comprehensive Plan Amendments and recommended it to the Anderson County Council for adoption; and

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Planning Commission does hereby recommend the amendment of Anderson County Comprehensive Plan 2016, to the Anderson County Council for adoption and use as a guide for the orderly development of Anderson County.

ADOPTED this 14th day of November 2023.



Dan Harvell, Chair
Anderson County Planning Commission

Attested by:



Alesia A. Hunter, CZA, CFM, CI
Anderson County Planning Development Director

Comprehensive Plan Update

~~2021~~ 2023





Five (5) Year Updates & New Element of Resilience-November 14, 2023

Population
Increase

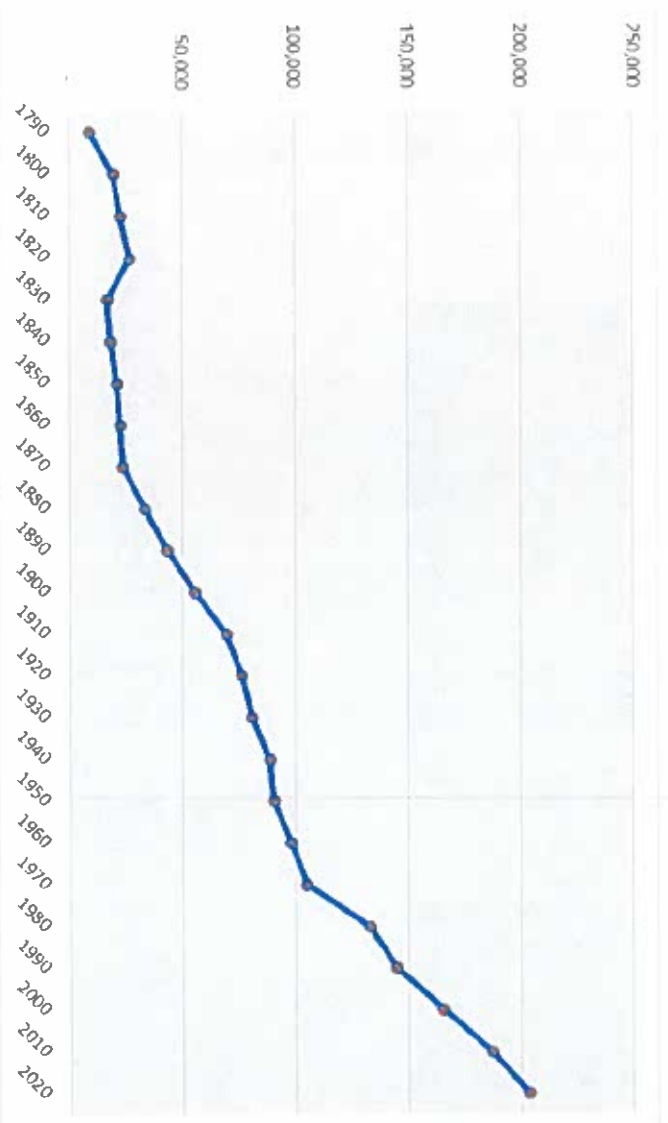
Economic
Development
Workforce

Resilience
Element



Population 2020: 203,718

Historic Population Growth Trends 1790-2020



Comparison: In 2016, our estimated population was 192,709.

Comparison of Growth Rates, 1980-2020

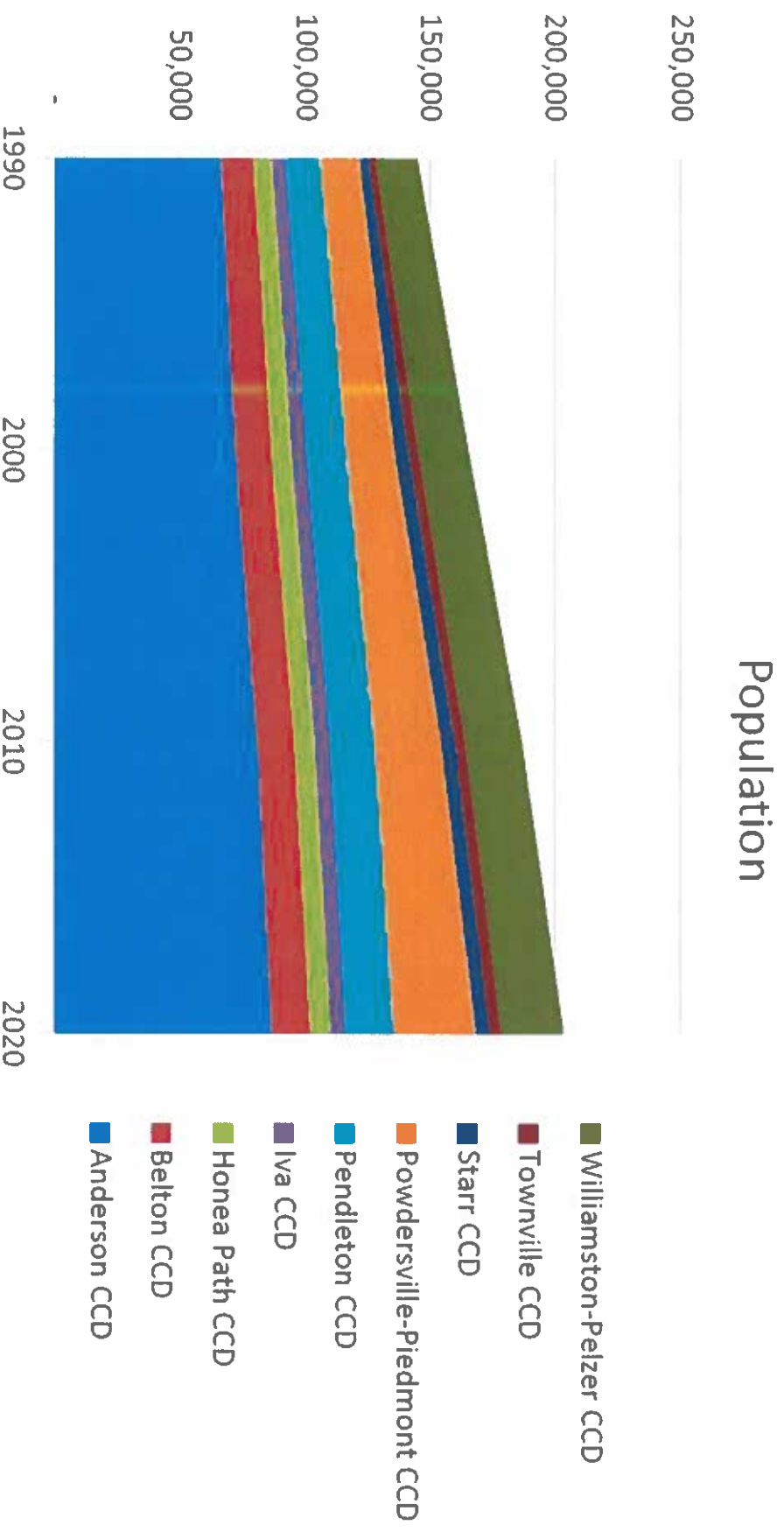
	Anderson County	South Carolina	United States
1980	133,235	3,121,820	226,545,805
1990	145,196	3,486,703	248,709,873
2000	165,740	4,012,012	281,421,906
2010	187,126	4,625,364	308,745,538
2020	203,718	5,118,425	331,449,281
% Change 1980-1990	8.9%	11.7%	11.7%
% Change 1990-2000	14.1%	15.1%	15.1%
% Change 2000-2010	12.9%	15.3%	15.3%
% Change 2010-2020	8.9%	10.7%	7.4%

CCDs (Census County Divisions)

Anderson County 2020 Census CCDs



Comparison of Growth by Anderson County CCDs, 1990-2020

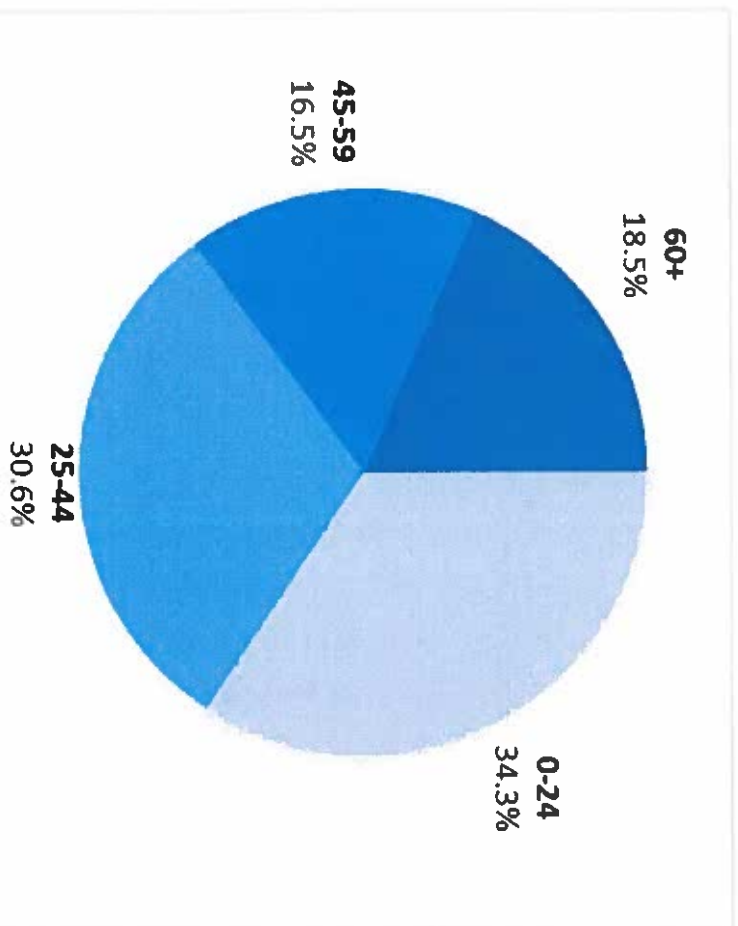


Anderson County Projected Population Estimates

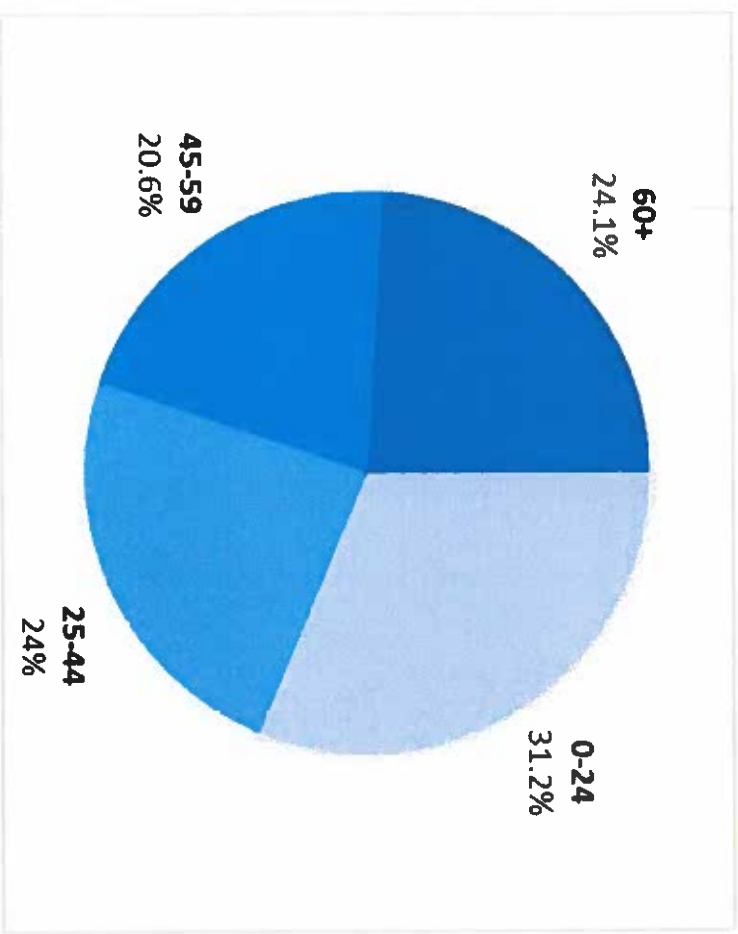
CCDs	1990 Population	2000 Population	2010 Population	2020 Population	2030 Population
Anderson	66,650	72,556	81,309	87,369	93,429
Belton	12,812	14,264	14,457	14,932	15,407
Honea Path	7,621	7,944	8,324	8,486	8,648
Iva	5,342	6,044	6,335	5,930	5,525
Pendleton	13,846	15,903	17,948	19,319	20,690
Powdersville-Piedmont	15,667	19,665	26,414	32,704	38,994
Starr	3,860	5,132	5,476	5,513	5,550
Townville	2,663	3,993	4,085	4,504	4,923
Williamston-Pelzer	16,735	20,239	22,778	24,961	27,144

Population % Change

	2000 Population	2010 Population	2020 Population	% Change, 2000-2010	% Change, 2010-2020
Anderson CCD	72,556	81,309	87,369	12.1%	7.5%
Belton CCD	14,264	14,457	14,932	1.4%	3.3%
Honea Path CCD	7,944	8,324	8,486	4.8%	1.9%
Iva CCD	6,044	6,335	5,930	4.8%	-6.4%
Pendleton CCD	15,903	17,948	19,319	12.9%	7.6%
Powdersville-Piedmont CCD	19,665	26,414	32,704	34.3%	23.8%
Starr CCD	5,132	5,476	5,513	6.7%	0.7%
Townville CCD	3,993	4,085	4,504	2.3%	10.3%
Williamston-Pelzer CCD	20,239	22,778	24,961	12.5%	9.6%



1990 Distribution of Population Among Age Groups



2019 Distribution of Population Among Age Groups

Demographic Profile of Anderson County CCDs

	Total Population	% Under 18 yrs	% 65 and older	% White	% Black	% Other	% Hispanic or Latino (of any race)
Anderson CCD	87,369	22.5%	18.5%	67.2%	22.7%	10.1%	5.4%
Belton CCD	14,932	22.3%	18.9%	76.2%	16.7%	7.1%	3.0%
Honea Path CCD	8,486	23.2%	20.3%	86.1%	9.3%	4.6%	1.6%
Iva CCD	5,930	20.3%	19.4%	85.4%	8.4%	6.2%	2.2%
Pendleton CCD	19,319	20.6%	18.2%	79.4%	11.8%	8.8%	3.2%
Powdersville-Piedmont CCD	32,704	25.4%	14.5%	83.1%	6.7%	10.2%	4.8%
Starr CCD	5,513	28.3%	13.3%	82.0%	10.9%	7.1%	3.2%
Townville CCD	4,504	16.8%	24.1%	91.7%	3.1%	5.2%	2.1%
Williamston-Pelzer CCD	24,961	23.8%	16.9%	83.2%	6.6%	10.2%	6.7%

Racial Trends, 1990-2020

	1990	2000	2010	2020
White	82.8%	81.6%	80.1%	77.1%
Black	16.6%	16.6%	16.0%	16.3%
American Indian/Alaska Native	0.2%	0.2%	0.3%	0.3%
Asian	0.3%	0.4%	0.8%	1.0%
2 or more races	NA	0.8%	1.5%	1.8%
Hispanic/Latino origin	0.4%	1.1%	2.9%	4%

Anderson County Educational Attainment, 2000-2020

	2000	2010	2020
No High School Diploma	26.6%	14.9%	14.7%
High School Graduate	32.6%	29%	31.2%
Some College, no degree	17.6%	20.6%	20.2%
Associate Degree	7.1%	7.5%	11.7%
Bachelor's Degree	11%	17.6%	14.1%
Graduate/Professional Degree	4.9%	10.3%	8.1%

Anderson County	1990	2010	2020
Median Household Income	\$25,748	\$42,334	\$50,865
Per Capita Income	\$12,027	\$22,117	\$27,552
Persons in Poverty, percent	12%	15.8%	14%

South Carolina	1990	2010	2020
Median Household Income	\$26,256	\$43,939	\$53,199
Per Capita Income	\$11,897	\$23,443	\$29,426
Persons in Poverty, percent	15.4%	16.4%	13.8%

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLARS (\$8,300,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Anderson County, South Carolina

Ordinance No. 2023-048

December 19, 2023

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**BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The County Council of Anderson County (the “**County Council**”), the governing body of Anderson County, South Carolina (the “**County**”), hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”) and as such possesses all general powers granted to counties of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “**Debt Limit**”).

(c) Pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended (the same being and hereinafter referred to as the “**County Bond Act**”), the governing body of any county of the State of South Carolina (the “**State**”) may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Debt Limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all taxable property in the County for tax year 2022, which is the latest completed assessment thereof, for the purposes of calculating the Debt Limit, is \$989,296,449. Eight percent of such sum is \$79,143,715.

(f) As of the date hereof, the outstanding principal amount of general obligation indebtedness of the County chargeable against the Debt Limit is \$8,130,000. Accordingly, the County may incur \$71,013,715 of general obligation debt within the Debt Limit.

(g) On the basis of the foregoing, the County Council has determined it is in the best interest of the County to authorize and provide for the issuance and sale of not exceeding \$8,300,000 of general obligation bonds (the “**Bonds**”) for the purpose of raising funds (i) to defray the costs of the renovation, reconstruction, and equipping of the County’s Historic Courthouse (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

(h) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving notice in substantially the form attached hereto as Exhibit A, was conducted prior to the third and final reading of this Ordinance by the County Council.

* * *

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

“Authorized Investments” means and includes any securities which, at the time of determination, are legal investments for political subdivisions in the State as provided in the South Carolina Code.

“Authorized Officer” means the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer or on behalf of the Authorized Officers.

“BAN” means any of the bond anticipation notes issued hereunder and pursuant to the BAN Act.

“BAN Act” means Title 11, Chapter 17 of the South Carolina Code.

“Bond” or **“Bonds”** has the meaning given to such term in Section 1.01, which includes any of the Bonds of the County authorized by this Ordinance, and, where context dictates, Bonds of a Series issued hereunder.

“Bond Counsel” means Pope Flynn, LLC, or any successor firm, or an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

“Bondholder”; **“Holder”**; **“Holders of Bonds”**; **“Owner”**; **“Registered Owner”** or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“Bond Payment” means the periodic payment of Principal Installments of or interest on the Bonds, or both.

“Bond Payment Date” means, as for any Series of Bonds issued hereunder, the date or dates when a Bond Payment is payable.

“Chairman” means the Chairman of County Council, or in his absence or unavailability, the Vice Chairman of County Council.

“Clerk to County Council” means the Clerk to the County Council.

“Code” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

“Continuing Disclosure Undertaking” means an undertaking executed by an Authorized Officer and delivered at or prior to the closing of a Series of Bonds that is intended to meet the requirements of Rule 15c2-12, and as such undertaking may be from time to time amended in accordance with the terms thereof.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office of the Paying Agent or Registrar at which corporate trust business related to the Bond shall be administered. In the event the County Treasurer serves as Paying Agent and Registrar, applicable references to the Corporate Trust Office shall mean the offices of the County Treasurer.

“County” means Anderson County, South Carolina.

“County Administrator” means the County Administrator of the County (including any interim County Administrator), or in his absence or unavailability, a Deputy County Administrator of the County.

“County Auditor” means the person holding the office of County Auditor of the County, and any person authorized to act on behalf of such office.

“County Bond Act” has the meaning given such term in Section 1.01 hereof.

“County Council” means the County Council of the County.

“County Treasurer” means the person holding the office of Treasurer of the County, and any person authorized to act on behalf of such office.

“Direct Placement Purchaser” means a Purchaser of a Series of Bonds pursuant to Section 4.02(1) hereof.

“DTC” means The Depository Trust Company, New York, New York.

“Enabling Act” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; the County Bond Act; and Title 11, Chapter 27 of the South Carolina Code.

“Escrow Agent” means a financial institution appointed by an Authorized Officer of the County to hold funds for the purpose of defeasing all or a portion of the Bonds in accordance with Article VIII of this Ordinance.

“Fiduciary” means any financial institution appointed by the County to serve as Paying Agent or Registrar, and its successors and assigns.

“Financial Advisor” has the meaning given such term in Section 11.02 hereof.

“Government Obligations” means (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii)

obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

“Governmental Unit” means a state or local governmental unit within the meaning of Section 141(b) of the Code.

“Nongovernmental Person” means any Person other than a Governmental Unit.

“Official Notice of Sale” has the meaning given such term in Article IV hereof.

“Original Issue Date” shall mean the date of delivery of the applicable Series of Bonds.

“Other Indicia of Satisfaction” means the delivery of a certificate to the Paying Agent by a Sole Holder in connection with a final payment of all Outstanding Principal Installments of a Series of Bonds certifying that (i) such payment represents the final payment due on such Series of Bonds, and (ii) the County owes no further obligation to the Registered Owner respecting such Series of Bonds. Such certificate may also make provision for the Sole Holder to indemnify the County in connection with the failure to surrender such Bonds.

“Outstanding” when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (1) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (2) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 8.01 hereof; and
- (3) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article III hereof.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Series of Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if a Series of Bonds is not delivered in book-entry form, the County Treasurer may be the Paying Agent for such Bonds.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Project” has the meaning given such term in Section 1.01 hereof.

“Purchaser” means a purchaser of the applicable Series of Bonds.

“Record Date” means the fifteenth day of the month immediately preceding a month in which there is a Bond Payment Date.

“Redemption Price” when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, and accrued interest, as applicable, payable upon redemption thereof pursuant to this Ordinance.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who, from time to time, shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are not delivered in book-entry form, the Registrar may be the County, acting through the County Treasurer, as determined by an Authorized Officer.

“Registry Books” means the books of the County to be kept at the Corporate Trust Office of the Registrar for the registration and transfer of the Bonds.

“Rule 15c2-12” means Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. If DTC is the initial Securities Depository, Cede & Co. shall serve as the initial Securities Depository Nominee hereunder. In all other cases, the Securities Depository Nominee shall be the entity designated as such under the rules of the Securities Depository.

“Series” or ***“Series of Bonds”*** means Bonds issued hereunder as a single issue; i.e., sold and closed on the same dates with a common bond caption and Series designation.

“Sole Holder” means the Holder of a Series of Bonds when such Bonds shall be physically delivered as a single Bond to a single Holder purchasing an entire Series of Bonds.

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

“State” means the State of South Carolina.

“Summary Notice of Sale” has the meaning given such term in Article IV hereof.

“Taxable Bonds” means any Bonds that have been designated as taxable under the Code by an Authorized Officer pursuant to Article V of this Ordinance.

Section 2.02 Construction.

In this Ordinance, unless context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of enactment of this Ordinance.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.
- (5) Exhibits to this Ordinance constitute an integral part of this Ordinance.
- (6) Three asterisks mark the end of each Article.

* * *

ARTICLE III

THE BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the Enabling Act, an Authorized Officers is hereby ordered and directed to cause the issuance of Bonds in order to provide funds: (i) to defray the costs of the Project; and (ii) to pay the costs of issuance thereof. The Bonds may be issued in a single Series, or from time to time in multiple Series. The Bonds may, in addition to the title “Anderson County, South Carolina, General Obligation Bond[s],” bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, or other general obligation bonds of the County, and shall designate the year in which the Series is issued. Any Series of Bonds issued as Taxable Bonds shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon advice of the Financial Advisor and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$8,300,000. No Bonds shall mature more than 30 years from their date of delivery.

Section 3.03 Date of Bonds; Interest Rates.

Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Bonds shall bear interest, at the rates per annum determined in accordance with Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months), from the Bond Payment Date to which interest has been paid next preceding the authentication date thereof, unless the authentication date is a Bond Payment Date, in which case from such authentication date, or if authenticated prior to the initial Bond Payment Date for Bonds of that Series, then from the Original Issue Date of that Series.

Section 3.04 Medium of Payment; Bond Payments, Form and Denomination.

(a) The Principal Installments of, Redemption Price, if any, and interest on all Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by

wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

(c) The Bonds shall be issued in fully registered form. The Bond shall be issued in denominations of \$1,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year, except as set forth below. Each Series of Bonds shall be numbered from R-1 upwards in such fashion as to maintain a proper record thereof.

(d) Notwithstanding the foregoing provisions of this Section 3.04, in the event that a Sole Holder is the Registered Owner of a Series of Bonds, the denomination of such Series of Bonds may be the principal amount of such Series, and presentment of such Series of Bonds for payment shall not be required, except for the payment of the final Principal Installment of such Series of Bonds, unless otherwise mutually agreed by the County and the Registered Owner of such Series of Bonds, and upon the delivery of Other Indicia of Satisfaction or similar by the Registered Owner. At the option of the Sole Holder, and upon agreement by the Paying Agent, Bond Payments may be made by wire transfer to such Sole Holder at an account maintained by a financial institution located in the continental United States specified in a request made not less than 20 days prior to the applicable Record Date, or such shorter period as may be acceptable to the Paying Agent.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

(a) As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall, subject to Section 3.05(b), be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. A financial institution so designated by an Authorized Officer may act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

(b) If any Series of Bonds is not issued in book-entry form, the County acting through the County Treasurer may serve as the Registrar and Paying Agent for such Series of Bonds and may fulfill all functions of the Registrar and Paying Agent enumerated herein. The County acting through the County Treasurer may also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the County by the manual or facsimile signature of the Chairman or the County Administrator, attested by the manual or facsimile signature of the Clerk to County Council, with the seal of the County impressed, imprinted, or reproduced thereon. Bonds bearing the signature of any Person who shall have been an Authorized Officer at the time the Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Chairman, County Administrator or Clerk to County Council prior to the authentication and delivery of the Bonds or was not such

Chairman, County Administrator or Clerk to County Council at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth in the applicable form of the Bond attached hereto as Exhibit B.

Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the Corporate Trust Office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, may, at the option of the Registered Owner thereof, be exchanged for a new Bond of the same Series, interest rate, and maturity. So long as such Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond at the Corporate Trust Office of the Registrar. Such new Bonds shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep the Registry Books, and, upon presentation thereof for such purpose at such Corporate Trust Office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of such Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transfer of Bonds.

The Bonds shall be transferable only upon the Registry Books, which shall be kept for such purpose at the Corporate Trust Office of the Registrar and maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate, and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.10 Regulations with Respect to Exchanges and Transfers.

Bonds, if surrendered in any exchange or transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such

transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If a Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 3.12 Holder as Owner of Bond.

The County, the Registrar and the Paying Agent may treat the Registered Owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on the Bonds and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Registered Owner. All payments to such Registered Owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date or redemption shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but shall be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or redemption date, and no interest shall accrue for the period from such Bond Payment Date or redemption date to the date on which payment of the Principal Installment, interest, or Redemption Price, if any, is made.

Section 3.15 Conditions Related to Naming Interest Rates.

Bonds shall bear such rate or rates of interest as shall result from the sale procedures of Article IV, but:

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 6.0%;
- (3) a 0.0% rate is not permitted;
- (4) each interest rate named shall be a multiple of 1/1000th of one percentage point; and
- (5) any premium offered shall be paid in cash as part of the purchase price.

In addition to the foregoing, an Authorized Officer is authorized to impose additional conditions for the sale of Bonds not inconsistent with those set forth above prior to the sale of Bonds and set forth in the Official Notice of Sale, and any amendment thereto.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installments of and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general, or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

Section 3.17 Security for Bonds.

The full faith, credit, and taxing power of the County is hereby irrevocably pledged for the payment of the Bonds as the Principal Installments thereof mature and as interest thereon comes due, and to create such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the Principal Installments of and interest on the Bonds as the same matures and come due, respectively, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The County Auditor and the County Treasurer shall each be notified of the issuance of any Series of Bonds, and directed to levy and collect, upon all taxable property in the County an annual tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor. Such levy may be reduced to the extent that, at the time that the annual millage levy for the County is set, the County shall have funds on deposit in the sinking fund to pay Principal Installments of and interest on the Bonds for each such payment thereof coming due and payable from such tax levy.

Section 3.19 Book-Entry Only System.

(a) An Authorized Officer may elect to issue a Series of Bonds under a book-entry-only system under Article V hereof. In the event of such election, notwithstanding any provision of this Ordinance to the contrary, the provisions of this Section 3.19 shall apply to such Series of Bonds. Such Bonds will be initially issued under a book-entry-only system in fully registered form, registered in the name of Cede & Co. as the Registered Owner and Securities Depository Nominee of DTC, which will act as initial Securities Depository for the Bonds. So long as a Series of Bonds is being held under a book-entry system of a Securities Depository, transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by such Securities Depository.

(b) As long as a book-entry system is in effect for a Series of Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of such Bonds for the purposes of: (i) paying the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Registered Owners under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the Registered Owners of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Registered Owner of such Bonds.

(d) The Paying Agent shall pay all Principal Installments of, interest on, and Redemption Price, if any, of Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for a Series of Bonds, or that the interests of the beneficial owners of such Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register, and deliver physical certificates for such Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of Bonds by the County or by the Registrar with respect to any consent or other action to be taken by the Registered Owners of Bonds, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.20 Form of Bonds.

The Bonds shall be in a form substantially similar to that attached hereto as Exhibit B, with such revisions as an Authorized Officer may approve upon advice of Bond Counsel. As contemplated in Exhibit B, the form of a Series of Bonds shall reflect the respective manner of sale under Section 4.02 hereof. The execution of the Bonds in accordance with this Ordinance shall constitute conclusive evidence of approval of any and all revisions.

Section 3.21 Bond Anticipation Notes.

(a) Pursuant to the BAN Act, there may be issued from time to time at the discretion of an Authorized Officer BANs in anticipation of the issuance of Bonds or to refund or renew BANs, as set forth in this Section 3.21.

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer

determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$8,300,000.

(c) BANs shall be dated and bear interest from the date of delivery thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. BANs may be issued as draw-down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(d) BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BANs may be issued in denominations of \$1,000 and integral multiples thereof. The BANs shall be executed in the name and on behalf of the County by the manual or facsimile signature of the Chairman or Vice Chairman with the seal of the County (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk. BANs bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

(e) An Authorized Officer may appoint either (i) a financial institution maintaining corporate trust offices, or (ii) the County Treasurer to serve as Registrar and Paying Agent for the BANs.

(f) County Council hereby authorizes an Authorized Officer to cause to be prepared and to "deem final" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The County Council hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (i) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter in form and content acceptable to the State Treasurer, or (ii) undertake any obligation to deliver a Continuing Disclosure Undertaking.

(g) BANs may be sold at public or private sale. If at public sale, bids therefor shall be received until such time and date to be selected by an Authorized Officer; notice of sale of the BANs shall be given in a manner determined by an Authorized Officer; award shall be made by an Authorized Officer of the BANs to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer's discretion, without further action on the part of the Commission if an Authorized Officer shall determine that it is in the interest of the County to make such award. If at private sale, an Authorized Officer shall sell the BANs by negotiation with the Purchaser under such terms as such Authorized Officer finds achieve the objectives of the County.

(h) BANs shall be issued in such form and with such terms and conditions, not inconsistent with this Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the registered owner thereof is entitled to the benefit of the terms and provisions of the Ordinance.

(i) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County or to its designated agent, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County or its agent evidence of such loss, theft or destruction satisfactory to the County or its agent, together with indemnity satisfactory to it; provided that, in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County or its agent may charge the registered owner of such BAN with its reasonable fees and expenses in this connection.

(j) The BANs shall be issued in fully registered form either (i) under a book-entry only system, registered in the name of Cede & Co. as the registered owner and securities depository nominee of DTC, or (ii) in physical form registered in the name of the registered owner, as specified by an Authorized Officer. Conditions as to ownership, exchange, transfer, replacement, and payment of BANs shall be as provided for Bonds herein, except as expressly provided in this Ordinance to the contrary. The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

(l) Proceeds from the sale of the BANs shall be applied in the manner as provided by Section 6.01 herein for Bonds.

(m) Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or

otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

(n) The form of the BAN shall be approved by an Authorized Officer.

(o) Without limiting the generality or specifics of any other provision in this Ordinance, the term “Bonds” as used in Articles VIII, IX, X, and XI shall include BANs.

* * *

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds.

(a) Each Series of Bonds shall be sold at a date and time certain after public notice thereof at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as determined by an Authorized Officer. Bids may be received in electronic form only, physical form only, or in such other form or combination of forms as may be determined by an Authorized Officer and set forth in the Official Notice of Sale. The Authorized Officer may reserve the right, on behalf of the County, to waive any irregularities and to negotiate with the lowest responsive bidder. Unless all bids are rejected, the award of Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, taking into account the interest cost (calculated on a true-interest-cost basis (TIC)) to the County and any terms or conditions specific to each bid, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of such Bonds (the “**Official Notice of Sale**”), the applicable forms of which are attached hereto as Exhibit D.

(b) In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the “**Summary Notice of Sale**”), the form of which is attached hereto as Exhibit C, and thereafter provide the applicable Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale. The forms of the Summary Notice of Sale and the Official Notice of Sale may be adjusted or amended by an Authorized Officer upon advice of Bond Counsel or the Financial Advisor prior to the sale of the Bonds, consistent with the terms of this Ordinance.

Section 4.02 Manner of Public Sale.

Not less than seven days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York, any Series of the Bonds may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (1) *Competitive Direct Placement.* Any Series of Bonds may be sold to a Direct Placement Purchaser as a single instrument as a means of making a commercial loan. In such case, the County Council authorizes the Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bonds and award the Bonds to the Direct Placement Purchaser on the basis of the terms and conditions contained therein. Such Bonds may be issued as a single Bond or multiple Bonds, without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the County), shall not be issued in book-entry-only form, and no official statement shall be prepared in connection with the sale of such Bond. The Direct Placement Purchaser of any such Series of Bonds shall execute an investor letter to the County acknowledging its purchase of such Bond or Bonds as a means of making a commercial loan.

- (2) *Competitive Public Offering.* Any Series of Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and distribute the preliminary official statement and the Official Notice of Sale to prospective purchasers of the Bonds. The County Council authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12. The Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of the Bonds so that it may be provided to the Purchaser.

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

An Authorized Officer may negotiate the sale of the Bonds directly with a purchaser in either of the following circumstances:

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

* * *

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

The County Council hereby expressly delegates to and authorizes an Authorized Officer to determine the following with regard to any Series of Bonds:

- (1) whether to issue the Bonds as a single Series or from time to time in several Series;
- (2) the conduct and manner of sale of such Bonds in accordance with Article IV hereof;
- (3) the award of such Bonds in accordance with Article IV hereof;
- (4) the final form, Series designation, and the exact principal amount of such Bonds;
- (5) the date of issue, Bond Payment Dates, rate or rates of interest obtained using the sale procedures of Article IV hereof, maturity amounts and schedule, and the final maturity of such Bonds;
- (6) whether such Bonds shall be subject to optional or mandatory redemption prior to maturity, and if so, the Redemption Prices applicable thereto;
- (7) the Registrar and Paying Agent for such Bonds;
- (8) whether such Bonds shall be issued in book-entry form;
- (9) whether to use bond insurance or other credit enhancement, and if so, to make appropriate arrangements therefor;
- (10) whether such Bonds will be designated as “qualified tax-exempt obligations” pursuant to the Code;
- (11) whether such Bonds shall be issued as Taxable Bonds;
- (12) whether to utilize the provisions of Section 11-27-40(8) of the Enabling Act to issue the contemplated notice and allow the County to proceed more expeditiously to issue such Bonds;
- (13) whether to use and the final form of a Continuing Disclosure Undertaking or other continuing disclosure agreement or covenant; and
- (14) such other matters regarding such Bonds as are necessary or appropriate.

* * *

ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Ordinance shall be applied in accordance with the Enabling Act, as follows:

- (1) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (2) any premium shall be deposited to the sinking fund of such Bonds; and
- (3) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to defray or reimburse the costs of the Project and the costs of issuance of the Bonds, or (ii) to refund, renew, or repay any BANs and to defray the cost of issuing BANs, as applicable.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments, as appropriate, provided that neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

* * *

ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption.

Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by an Authorized Officer, upon such dates and at such Redemption Prices as he shall have determined.

Section 7.02 Election to Redeem.

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption.

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price (or calculation thereof); (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the Registered Owners of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the Registry Books, but failure to so mail any such notice to any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds held by Registered Owners to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price; provided, however, that in the event of any conditional provision in the notice, the Bonds

will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the County shall default in the payment of the Redemption Price, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

(c) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for providing notice of redemption for the applicable Series of Bonds and may memorialize the same in the form of the applicable Bond.

Section 7.04 Selection by Registrar of Bonds to be Redeemed.

(a) If less than all of the Bonds of like Series and maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 35 days prior to the date fixed for redemption, or such lesser number of days as shall be acceptable to the Registrar, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

(d) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for selecting the maturities and portions thereof to be redeemed in the case of a partial redemption and may memorialize the same in the form of the applicable Bond.

Section 7.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Registered Owner thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 7.05 is inapplicable.

Section 7.06 Partial Redemption of Bonds.

In the event part but not all of Bonds Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Registered Owner thereof or his attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Registered Owner thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. The Bonds, if so presented and surrendered, shall be cancelled in accordance with Section 3.13 hereof.

Section 7.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

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ARTICLE VIII

DEFEASANCE OF BONDS

Section 8.01 Defeasance.

(a) If Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this Ordinance hereunder, and all other rights granted thereby shall cease and determine. Any Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

- (1) The Paying Agent, or other Escrow Agent, shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest, or Redemption Price, thereof; or
- (2) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent, or other Escrow Agent, shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or
- (3) If the County shall elect to provide for the payment of such Bonds prior to their stated maturities and shall have deposited with the Paying Agent, or other Escrow Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or Redemption Price and interest due and to become due on such Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem such Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article VII hereof, subject to the provisions of Section 3.19 hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment and interest, or Redemption Price, of said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent or Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest, or Redemption Price, to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, or Redemption Price, may be paid over to the County, as received by the Paying Agent or Escrow Agent, free and clear of any trust, lien or pledge.

(b) In addition to the above requirements of paragraphs (a)(1), (2), and (3), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent or Escrow Agent shall have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent or Escrow Agent, as applicable, shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments and interest, or Redemption Price, of the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent or Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Paying Agent or Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Paying Agent or Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent or Escrow Agent, as applicable, in trust for the respective Registered Owners of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Registered Owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Paying Agent or Escrow Agent to transfer the funds to the County.

(f) Any Escrow Agent shall be appointed by an Authorized Officer and shall accept in writing its acceptance to its obligations under this Ordinance.

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ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01 Fiduciary; Appointment and Acceptance of Duties.

Any financial institution chosen pursuant to Section 3.05 hereof to act as Paying Agent or Registrar hereunder shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article IX. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 9.02 Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 9.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer.

Section 9.04 Compensation.

The County shall pay to each financial institution or Fiduciary other than the County Treasurer from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the Ordinance and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 9.05 Certain Permitted Acts.

Any Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the County or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 9.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Registered Owners of the Bonds as established by the Registry Books prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to Section 9.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 9.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Registered Owners representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in

case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Any financial institution appointed as a successor Fiduciary pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any State thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the County written notice as provided in Section 9.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 9.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify the Paying Agent and depositaries, if any, of its appointment as Fiduciary.

Section 9.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any State of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

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ARTICLE X

TAX AND DISCLOSURE COVENANTS

Section 10.01 Tax Covenants.

(a) *General Tax Covenant.* The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with this Section 10.01, including its certification on reasonable grounds that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) *Tax Representations.* The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Registered Owners thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the County represents and covenants that:

- (1) All property financed or refinanced with the proceeds of the Bonds will be owned by the County or another political subdivision of the State so long as the Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.
- (2) The County shall not use, and will not permit any party to use, the proceeds of the Bonds, or any bonds refunded thereby, in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the County or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (iii) more than five percent (5%) of such proceeds, but in no event more than \$5,000,000, being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.
- (3) The County is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure or Code provision.

- (4) The County will not sell, or permit any other party to sell, any property financed or refinanced with the Bonds to any person unless it obtains an opinion of Bond Counsel that such sale will not affect the tax-exempt status of the Bonds.
- (5) The Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bonds and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax-exempt status of the Bonds.

(c) *Arbitrage Bonds, Rebate.* The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall:

- (1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding;
- (2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States Government;
- (3) make such reports of such information at the time and places required by the Code; and
- (4) take such other action as may be required to assure that the tax-exempt status of the Bonds will not be impaired.

(d) *Bank Qualified.* Any qualifying Series of Bonds may be designated by an Authorized Officer pursuant to Article V hereof as “qualified tax-exempt obligations” in accordance with Section 265(b)(3)(B) of the Code, and after consultation with Bond Counsel.

(e) *Tax Certificate.* An Authorized Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to such Series of Bonds, the proceeds thereof, or the County. The County agrees to comply with its undertakings on its part set forth in any such certificate delivered with respect to Bonds.

(f) *Reimbursement Declaration.* The County adopted a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2 on July 18, 2023.

(g) *Taxable Bonds.* Prior to or upon the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as Taxable Bonds

pursuant to the delegation authorization in Article V hereof. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds. The above provisions of this Section 10.01 shall not be applicable to any Series of Taxable Bonds.

Section 10.02 Disclosure Covenants.

(a) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (i) a copy of its annual independent audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the County to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

(b) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking, executed by an Authorized Officer in connection with the issuance and delivery of a Series of Bonds. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto. Additionally, the Authorized Officer is authorized to contract with a dissemination agent for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Undertaking.

(c) In the event a Series of Bonds are not sold as securities, but rather as a commercial loan to a Direct Placement Purchaser, no Continuing Disclosure Undertaking shall be required, but the County hereby covenants and agrees to provide financial information to the purchaser of such Series of Bonds as may be mutually agreed by an Authorized Officer and the Direct Placement Purchaser, including an agreement to provide audited financial statements within a fixed period or by a set date. Any failure by the County to comply with this paragraph, or an agreement or covenant authorized hereby, shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under this Bond Ordinance or the Bonds.

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds.

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Registered Owner thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Registered Owner shall look only to the County for the payment of such Bonds; provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Registered Owner of those who would take if the Registered Owner shall have died.

Section 11.02 Professional Services.

The County Council hereby authorizes, approves, or ratifies, as applicable, the engagement of First Tryon Advisors to act as financial advisor (the “***Financial Advisor***”) and Pope Flynn, LLC to act as Bond Counsel and disclosure counsel (if applicable) in connection with the issuance of each Series of Bonds hereunder and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 11.03 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the office of the Clerk to County Council and in the office of the Clerk of Court for the County (as a part of the Record of Proceedings).

Section 11.04 Further Action by Officers of the County.

The County Council hereby ratifies any actions previously taken that are contemplated or authorized herein. The County Council authorizes any Authorized Officer, and all other appropriate officials of the County, to execute all such agreements, documents and instruments as may be necessary, required, or appropriate to effect the issuance of the Bonds. The Clerk to County Council is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

Section 11.05 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Registered Owners from time to time of the Bonds.

Section 11.06 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 11.07 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 11.08 General Repealer; Effective Date.

All rules, regulations, resolutions, and ordinances and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force upon enactment at third reading thereof.

* * *

ORDAINED in meeting duly assembled this 19th day of December 2023.

ATTEST:

ANDERSON COUNTY COUNCIL

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Anderson County Clerk to Council

Approved as to form:

Leon C. Harmon
Anderson County Attorney

First Reading:	November 21, 2023
Second Reading:	December 5, 2023
Public Hearing:	December 5, 2023
Third Reading:	December 19, 2023

EXHIBIT A
FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

The Anderson County Council will hold a public hearing to receive oral or written comments on Tuesday, December 5, 2023 at 6:30 p.m. concerning a proposed ordinance entitled “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLARS (\$8,300,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.” The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE ORDINANCE, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO SUBSEQUENT PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE COUNTY, IN FORM SATISFACTORY TO THE COUNTY, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
GENERAL OBLIGATION BOND
SERIES 202__

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$_____

ORIGINAL ISSUE DATE:

ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “**State**”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “**Bond**”) is being issued in the principal amount of \$_____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance duly adopted by the Anderson County Council, its governing body, on _____, 2023 (the “**Ordinance**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ordinance.

This Bond shall be payable with respect to principal on _____ 1 of the years 20__ through 20__, inclusive, and shall be payable with respect to interest each _____ 1 and _____ 1 (the “**Bond Payment Dates**”), beginning _____ 1, 20__, through and including _____ 1, 20__. The payments due on the Bond Payment Dates (the “**Bond Payments**”) are set forth at Exhibit A hereto. This Bond shall bear interest at the rate of ____% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months, from the original issue date of this Bond and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of business on the fifteenth day of the month next preceding each Bond Payment Date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the Paying Agent to the person

EXHIBIT B
FORMS OF BONDS

in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[This Bond is not subject to optional redemption prior to maturity.] [This Bond is subject to optional redemption at the option of the County, in whole, or in part, at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption.] [This Bond is subject to optional redemption at the option of the County before _____, 20__, [in whole, but not in part], at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption. After _____, 20__, the Bond is subject to redemption at the option of the County, in whole, but not in part, at any time at []% of then outstanding principal plus accrued interest to the date of redemption.]

If this Bond is called for redemption, the Registrar will give notice to the Registered Owner of this Bond in the name of the County, of the redemption of such Bonds, or portions thereof. [Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.]

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

This Bond shall be transferable only upon the Registry Books maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the County or the Paying Agent or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

EXHIBIT B
FORMS OF BONDS

[The County shall deliver to the Registered Owner within ____ days of each fiscal year end audited financial statements of the County for such fiscal year. Any failure of the County to comply with the terms of this paragraph shall be enforceable solely through an action for specific performance to provide the appropriate documents or information and shall not be a default under this instrument or the Ordinance.]

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they become due and payable and to create such sinking fund as may be necessary therefor.

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

[Signature Page Follows]

EXHIBIT B
FORMS OF BONDS

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

ANDERSON COUNTY, SOUTH CAROLINA

Chairman
Anderson County Council

Attest:

Clerk to Council
Anderson County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

This Bond has been registered in the name of [PURCHASER], on the registration books kept by the Office of the Anderson County Treasurer, as Registrar.

By: _____
Treasurer
Anderson County, South Carolina

EXHIBIT B
FORMS OF BONDS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

under Uniform Gifts to
Minors Act _____
(State)

Additional abbreviations may also be used though not in above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
_____ (Name and Address of Transferee)
_____ the within Bond and does hereby irrevocably constitute and
appoint _____ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) must be
guaranteed by an institution
which is a participant in the
Securities Transfer Agents
Medallion Program ("STAMP")
or similar program.

Notice: The signature to the
assignment must correspond with
the name of the registered
holder as it appears upon the
face of the within Bond in every
particular, without alteration or
enlargement or any change whatsoever.

EXHIBIT B
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
GENERAL OBLIGATION BONDS
SERIES 202_**

No. R-____

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “**State**”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the Corporate Trust Office of _____ in the City of _____ (the “**Paying Agent**” or the “**Registrar**”), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County’s obligation with respect to the payment of such Principal Amount shall be discharged.

Interest on this bond is payable semiannually on _____ and _____ of each year commencing _____ (each, a “**Bond Payment Date**”), until this bond matures. This bond shall bear interest at the rate of interest per annum set forth above (on the basis of a 360-day year of twelve 30-day months) from _____, 202_, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Both the principal of and interest on this bond shall be payable by check or draft mailed to the person in whose name this bond is registered on the Registry Books (as defined in the Bond Ordinance) maintained at the Corporate Trust Office of the Registrar, at the close of business on the 15th day of the calendar month next preceding each Bond Payment Date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

EXHIBIT B
FORMS OF BONDS

This bond is one of an issue of bonds (the “**Series 202_ Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Anderson County, on _____, 2023 (the “**Bond Ordinance**”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Ordinance.

Series 202_ Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption prior to maturity. Series 202_ Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, in whole or in part, at the option of the County, at any time on and after _____ 1, 20__, at a redemption price of par plus accrued interest to the date of redemption.

If this bond is called for redemption, the Registrar will give notice to the Registered Owner of this bond in the name of the County, of the redemption of such bond, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

The Series 202_ Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Ordinance. One bond certificate with respect to each date on which the Series 202_ Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 202_ Bonds by the Securities Depository's Participants, beneficial ownership of the Series 202_ Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, this bond, notices and voting. Transfer of principal of, interest on, and Redemption Price, if any, payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal of, interest on, and Redemption Price if any, to beneficial owners of the Series 202_ Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.

EXHIBIT B
FORMS OF BONDS

The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the Registered Owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Ordinance and the Securities Depository.

This bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of Series 202_ Bonds, the County or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the County Council, the

EXHIBIT B
FORMS OF BONDS

same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

ANDERSON COUNTY, SOUTH CAROLINA

Chairman
Anderson County Council

Attest:

Clerk to Council
Anderson County Council

EXHIBIT B
FORMS OF BONDS

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202_ Bonds described in the within mentioned Ordinance of Anderson County, South Carolina dated _____, 20_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT B
FORMS OF BONDS

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

the within bond and does hereby irrevocably constitute and appoint

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature

(Authorized Officer)

Notice: The signature to the assignment must
correspond with the name of the registered owner
as it appears upon the face of the within bond in
every particular, without alteration or
enlargement or any change whatever.

EXHIBIT C
FORM OF SUMMARY NOTICE OF SALE

NOTICE OF SALE

Bids will be received by Anderson County, South Carolina, at __:00 a.m. (Eastern Time) on [DATE], pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$_____ General Obligation Bond[s], Series 202_ of Anderson County, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information are available from Amy Vitner, First Tryon Advisors, Financial Advisor to Anderson County (telephone (704) 926-2457; email avitner@firsttryon.com).

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

[FORM FOR COMPETITIVE DIRECT PLACEMENT]

OFFICIAL NOTICE OF SALE

\$8,300,000*
Anderson County, South Carolina
General Obligation Bond
Series 202_

Anderson County, South Carolina (the “**County**”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$8,300,000* General Obligation Bond, Series 202_ (the “**Bond**”).

Your response to this Official Notice of Sale would be greatly appreciated. The following terms and key assumptions are to be utilized in preparing your bid:

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids addressed to the County will be received by the County until __:00 a.m., Eastern Time, on _____, _____, 20__, at which time said bids will be publicly opened for the award of a commercial loan to be evidenced by the Bond.

Issuer: Anderson County, South Carolina

Purpose: Proceeds of the Bond will be used to provide funds to provide funds (i) to defray the costs of the renovation, reconstruction, and equipping of the County’s Historic Courthouse (the “**Project**”), and (ii) to pay the costs of issuance of the Bond.

Tax Treatment: Tax-Exempt

Bank Qualified: [No]

Audit: The last three years of audited financial statements are provided under separate attachment.

Security: The Bond is a general obligation of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bond as it matures and to create such sinking fund as may be necessary therefor.

Rating: No rating is expected to be obtained for the Bond.

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Issue Size: \$8,300,000*

Debt Structure: A preliminary amortization has been provided below and should be used in preparation of your bid. The County reserves the right to modify the amortization to achieve its desired debt service structure. The Bond shall bear a single fixed rate for the entire term thereof.

[INSERT PRELIMINARY AMORTIZATION TABLE]

Principal Payments: Annual principal payments payable on _____ of each year, commencing _____ through _____.

Interest Payments: Semi-annual interest payments payable on _____ and _____ of each year, commencing _____. Interest will be calculated on a 30/360 basis.

Optional
Prepayment: The County is seeking flexibility with respect to redemption provisions. Please specify the redemption structure(s) that would provide the County with flexibility at the lowest cost of funds. Proposals with multiple redemption options are permitted.

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond.

Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/1000 of 1%. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least _____, 20__.

No Increased Costs: The County may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital adequacy, or capital requirements; or (ii) events of taxability or default related to the Bond as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

Closing Costs: The costs of issuance of the Bond will be borne by the County. However, the County does not anticipate paying any closing costs to or on behalf of the successful bidder. Please specify any exceptions. Any closing costs to be borne by the County must be included as absolute figures and will be included in calculating total interest cost as described below under "Award."

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the

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County must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

Closing: Closing is anticipated to take place on _____, 20__

Ongoing Disclosure: The County will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid.

Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the County reserves the right to select the bidder offering terms that best meet the needs of the County, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The County reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The County also reserves the right to reject all bids for any reason.

Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the County and the Bond is being issued.

Loan Treatment: By submitting a bid in response to this Notice of Sale, each bidder acknowledges and represents to the County and its Financial Advisor that (i) no official statement or other offering material will be furnished other than this Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.

Investment Letter: The successful bidder will be required to execute a letter to the County acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries

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of, and receive answers from such officials, employees, agents and attorneys of the County; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. The form of the investment letter is available upon request.

Legal Opinion: Pope Flynn, LLC will prepare all documents and closing papers in connection with the issuance of the Bond, and provide a validity opinion and an opinion as to the treatment of the interest on the Bond under federal tax law at the County's expense.

Schedule: Official Notice of Sale Distributed:

Award of Bond:

Closing:

Date: This Official Notice of Sale is dated _____, 20__.

Questions may be addressed to the County through its financial advisor using the contact information below: Amy Vitner, First Tryon Advisors, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

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FORMS OF OFFICIAL NOTICE OF SALE
[FORM FOR COMPETITIVE PUBLIC OFFERING]

OFFICIAL NOTICE OF SALE

\$[PAR]*
ANDERSON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$[PAR]* General Obligation Bonds, Series 202_, of Anderson County, South Carolina (the “**Bonds**”) will be received by Anderson County, South Carolina (the “**County**”), in the Office of the Anderson County Administrator, 101 South Main Street, Anderson, South Carolina 29624 until __:00 a.m. (Eastern Time) on _____, 202_ (the “Sale Date”) (unless postponed as provided herein).

PARITY® Only. The County will only accept electronic bids submitted through the BiDCOMP/Parity Electronic Bid Submission System (“**PARITY®**”). No other form of bid or provider of electronic bidding services will be accepted. Information about the electronic bidding services of PARITY® may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

Purpose. The Bonds are being issued for the purpose of providing funds to defray (i) the costs of the renovation and reconstruction of the County courthouse, and (ii) the costs of issuance of the Bonds.

Authorization. The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance of the County Council of Anderson County, the governing body of the County, dated _____, 2023 (the “**Bond Ordinance**”).

Security. The Bonds are general obligations of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery thereof, and bear interest from their dated date at a rate or rates to be named by the successful bidder (the “**Purchaser**”). Interest on the Bonds will be payable on ____ 1 and ____ 1 of each year commencing ____ 1, 20__. Interest on the Bonds will be calculated on the basis of a

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360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$5,000 or any multiple thereof. The Bonds will mature on _____ 1 (the “**Annual Principal Payment Date**”) in the years and principal amounts as follows:

	Principal Amount*
_____ 1	

* Preliminary, subject to adjustment as set forth herein.

Optional Redemption. [The Bonds maturing on or prior to [_____] 1, 20__ are not subject to option redemption prior to their maturity date. The Bonds maturing after [_____] 1, 20__, are subject to redemption, in whole or in part, at any time in any order of maturity to be determined by the County, on and after [_____] 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.]

Term Bonds. Bidders may designate in their bid two or more consecutive annual principal payments as a term bond which matures on the last Annual Principal Payment Date of the sequence. Any term bond so designated must be subject to mandatory sinking fund redemptions in each year on the Annual Principal Payment Dates such that the principal amounts subject to mandatory sinking fund redemption match the principal amounts scheduled to mature as set forth in the table above* and equal, together with the principal amount of such term bond due at its maturity, the principal amount of the term bond. There is no limitation on the number of term bonds.

Adjustments to Principal Amounts of the Bonds. As promptly as reasonably possible after the bids are received, the County will notify the bidder to which the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial public offering prices of each maturity of the Bonds (the “**Initial Reoffering Prices**”). The Initial Reoffering Prices of the Bonds will be used to calculate the final maturity schedules and the final aggregate principal amount of the Bonds (the “**Final Amounts**”), which schedules and aggregate principal amount are subject to adjustment in the discretion of the County to achieve the County’s debt service objectives and to comply with State law. The Purchaser may not withdraw its bid or

* Preliminary, subject to adjustment as set forth herein.

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change the interest rates bid or the Initial Reoffering Prices as a result of any changes made to the revised amounts.

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price for the Bonds of the winning bid and the Initial Reoffering Prices. The interest rate specified by the Purchaser for each maturity of the Bonds at the Initial Reoffering Prices for such maturity will not change.

The Final Amounts and the adjusted purchase price will be communicated to the Purchaser as soon as possible, but no later than 5:00 p.m. (Eastern Time) on the Sale Date.

Electronic Bidding Procedures. Bids to purchase Bonds (all or none) must be submitted electronically via PARITY®. Bids will be communicated electronically to the County at _____ (Eastern Time) on the Sale Date. Prior to that time, a prospective bidder may (i) submit the proposed terms of its bid via PARITY®, (ii) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (iii) withdraw its proposed bid. Once the bids are communicated electronically via PARITY® to the County, each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY® shall constitute the official time. The County will not accept bids by any means other than electronically via PARITY®.

Disclaimer. Each prospective bidder shall be solely responsible for submitting its bid via PARITY® as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the County nor PARITY® shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The County is using PARITY® as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "CONDITIONS OF SALE" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY® are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY® at (212) 849-5023 and notify the County's Financial Advisor, _____, First Tryon Advisors, by telephone at (____) - _____. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact PARITY® at i-Deal (212) 849-5023.

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CONDITIONS OF SALE

Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest interest cost (as defined below) to the County at a price of not less than par. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than six (6.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) each interest rate named must be a multiple of 1/8th or 1/20th of one (1) percent;
- (5) any premium offered must be paid in cash as a part of the purchase price; and
- (6) all bids must be for no less than 100 percent of the par value of the Bonds.

By submitting a bid, each bidder represents that the bidder's proposal is genuine, and not a sham or collusive, and is not made in the interest of or on behalf of any person not therein named, the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure for it an advantage over any other bidder. By submitting a bid for the Bonds, each bidder also represents and warrants to the County that (i) it has an established industry reputation for underwriting new issuances of municipal bonds; and (ii) such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind the bidder to a legal, valid and enforceable contract for the purchase of the Bonds.

[No Good Faith Deposit. No good faith deposit shall be required.]

[Bond Insurance. The Bonds are being offered without bond insurance or any third-party credit enhancement. Bids may not be conditioned upon qualification for or the receipt of any bond insurance and no bid that is contingent on the use of bond insurance will be accepted.]

Basis of Award. The Bonds will be awarded to the bidder offering to purchase all of the Bonds at the lowest interest cost to the County. The lowest interest cost shall be determined in accordance with the true interest cost (TIC) method. In the event two or more bidders offer to purchase the Bonds at the same lowest TIC, the County will award the Bonds to one of such bidders based upon which bid was received first, as determined by reference to the time stamp displayed on PARITY®. Once communicated from PARITY® to the County, Bids submitted may not be withdrawn prior to the award.

Issue Price Determination. The County expects that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry

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reputations for underwriting new issuances of municipal bonds (a “*Qualified Competitive Bid*”). The County will advise the successful bidder as promptly as possible after the bids are opened whether the bid constitutes a Qualified Competitive Bid, or, in the alternative, a bid that fails to satisfy such requirements (a “*Nonqualified Competitive Bid*”). **It is noted that procedures for a Nonqualified Competitive Bid may require the winning bidder of the Bonds and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to five business days after the sale date, as further specified in the form of such certification.**

Reoffering Price Certification. The Purchaser must deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial reoffering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, if the bid constitutes a Qualified Competitive Bid or as Exhibit B, if the bid constitutes a Nonqualified Competitive Bid, with such modifications as may be appropriate or necessary, in the reasonable judgement of the Purchaser, the County, and Bond Counsel.

Acceptance or Rejection of Bids. Bids will be accepted or rejected promptly after receipt and not later than 2:00 p.m. (Eastern Time) on the Sale Date.

Rights Reserved. The County reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The County also reserves the right to waive any irregularity or informality with respect to any bid.

Right to Change this Official Notice of Sale and to Postpone Offering. The County reserves the right to make changes to this Official Notice of Sale and also reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be announced via Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through Thomson Municipal News, Bloomberg, or other electronic information service. On any such alternative sale date and time, any bidder may submit an electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date and time of sale and except for any changes announced over Thomson Municipal News, Bloomberg, or other electronic information service at the time the sale date and time are announced.

Delivery of Bonds. The Bonds will be delivered through the facilities of DTC on or about _____, 20__, against payment of the purchase price therefor in federal funds.

Documents to be Delivered at Closing. The County will furnish, without cost to the Purchaser, the Bonds, an opinion as to their validity by Pope Flynn, LLC, Columbia, South Carolina, Bond Counsel, and the usual closing documents, which will include a certificate that there is no litigation pending restraining or enjoining the issuance and delivery of the Bonds.

Tax Opinion. The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of

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1986, as amended (the “**Code**”), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The County has covenanted to comply with the requirements of the Code in the Bond Ordinance pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

[Bank Qualified. The County has designated the Bonds as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

CUSIP Numbers. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of its proposal. The County’s Financial Advisor will timely apply for CUSIP numbers with respect to the Bonds as required by MSRB Rule G-34. All expenses of preparation of the Bonds shall be paid by the County, but the CUSIP Global Services charge for the assignment of the numbers shall be paid by the Purchaser.

Registrar and Paying Agent. _____, shall serve as Registrar and Paying Agent for the Bonds. So long as the Bonds remain outstanding in book-entry form with DTC, all payments of principal and interest with respect to the Bonds shall be through the facilities of DTC.

Official Statement. The Preliminary Official Statement dated on or about _____, 202_ (the “**Preliminary Official Statement**”) has been prepared by and deemed final by the County for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement is available via _____. The County designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees to (i) accept such designation, and (ii) assure proper dissemination of the final Official Statement. The County will prepare and provide to the Purchaser, within seven business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the County believes are necessary.

Continuing Disclosure: In order to assist the Purchaser in complying with the provisions of the Rule, the County will undertake, pursuant to the Bond Ordinance and a Continuing Disclosure Undertaking, to provide certain annual information reports and notices of certain

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events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any bondholder.

Additional Information. Persons seeking additional information should communicate with (i) Rita Davis, CPA, Chief Financial Officer, Anderson County, 101 South Main Street, Anderson, South Carolina 29624 (telephone: (864) 260-4351; email: rdavis@andersoncountysc.org); (ii) Gary T. Pope, Jr., Pope Flynn, LLC, bond counsel, 1411 Gervais Street, Columbia, South Carolina 29201 (telephone: (803) 354-4917; email: gpope@popeflynn.com); or (iii) Amy Vitner, First Tryon Advisors, financial advisor to the County with respect to the offering of the Bonds, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: avitner@firsttryon.com).

ANDERSON COUNTY, SOUTH CAROLINA

Official Notice of Sale dated:

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT A TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ _____^{*}
ANDERSON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Anderson County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, as follows:

1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A-1 (the “**Expected Offering Prices**”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule A-2 is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

(d) The Purchaser has an established industry reputation for underwriting new issuances of municipal bonds.

2. Defined Terms.

(a) “**Maturity**” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally

^{*} Subject to adjustment as set forth in the Official Notice of Sale.

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means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) “***Sale Date***” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 20__.

(d) “***Underwriter***” as used herein means (1) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form a syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

Signed this ____ day of _____, 202__.

[Purchaser]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-1

Expected Offering Prices

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-2

Copy of Winning Bid

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT B TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ _____ *

ANDERSON COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 20__

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Anderson County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, that:

1. **Sale of the General Rule Maturities.** As of the date of this certificate (this “**Certificate**”), for each Maturity of the General Rule Maturities, the first price at which 10% of such Maturity was sold by _____ to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) _____ offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Official Notice of Sale and bid award, the _____ has agreed in writing that, (1) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (2) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to the foregoing, no Underwriter has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. **Defined Terms.**

(a) “**General Rule Maturities**” means those Maturities of each series of the Bonds shown in Schedule A hereto as the “**General Rule Maturities**.”

* Subject to adjustment as set forth in the Official Notice of Sale.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

(b) **“Hold-the-Offering-Price Maturities”** means those Maturities of each series of the Bonds listed in Schedule A hereto as the **“Hold-the-Offering-Price Maturities.”**

(c) **“Holding Period”** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth business day after the Sale Date, or (2) the date on which _____ has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **“Maturity”** means Bonds of a series with the same credit and payment terms. Bonds of a series with different maturity dates, or Bonds of a series with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) **“Sale Date”** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 20__.

(g) **“Underwriter”** means (1) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

Signed this ____ day of _____, 202__.

[PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A

Expected Initial Offering Prices of the Bonds

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule B

Copy of Winning Bid

**ANDERSON COUNTY
ORDINANCE NO. 2023-049**

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 AN ENTITY IDENTIFIED, BY THE COUNTY AS PROJECT CHAUGA, INCLUDING ANY AFFILIATES, RELATED ENTITIES, AND SPONSOR AFFILIATES (COLLECTIVELY, 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 MANUFACTURING FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT AND THE DISTRIBUTION OF REVENUES GENERATED FROM THE PROJECT WITHIN THE COUNTY; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE 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, [PROJECT CHAUGA] (the "Company") proposes to expand certain manufacturing facilities in the County and anticipates that, should their plans proceed as expected, the Company will invest, or cause to be invested, approximately \$3,911,227, in the aggregate, in the Project (the "Minimum Investment Requirement") and create, or cause to be created, approximately 45 new, full-time jobs, in the aggregate, at the Project (the "Minimum Jobs Requirement") (the "Project"); and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the 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 Project in the County, the Council adopted Resolution No. 2023-____ on November 21, 2023 (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 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 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 December 19, 2023, 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 Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

(c) The 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 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 Project are proper governmental and public purposes; and

(f) The benefits of the 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 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 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) a millage rate of 312.28 mills^{fj}, 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; (3) the fair market value of the 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 (A) the Company in their sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act, and (B) the real property portion of the economic development property comprising the Project shall be reported at its fair market value for *ad valorem* taxes as determined by appraisal as if such property were not subject to the Negotiated FILOT, in accordance with, and as set forth in, Section 12-44-50(A)(1)(c)(i) of 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, subject to extension as set forth in the Incentive Agreement and the Negotiated FILOT Act.

Section 1.

(a) The County will use its best efforts to ensure that the 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 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 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 2.

(a) As an additional incentive to induce the Company to locate the 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 each Company with respect to its respective portion of the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, as follows: (i) for the first five (5) such tax years, in an amount equal to fifty percent (50%) of each such Negotiated FILOT payment; and (ii) for the remaining five (5) such tax years, in an amount equal to thirty percent (30%) of each such Negotiated FILOT payment; provided, however, if, by the third anniversary of the "commencement date" (here and hereinafter, as such term is defined in the Negotiated FILOT Act), new job creation by the Company and any other Sponsors or Sponsor Affiliates is not at least 35 new, full-time jobs, in the aggregate, at the Project or total investment in the Project by the Company and any other Sponsors or Sponsor Affiliates is not at least \$3,911,227, in the aggregate, then the applicable Special Source Credit percentage shall be reduced to twenty five percent (25%), on a prospective basis, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the third anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage set forth above, if the Company satisfies both the Minimum Investment Requirement and the Minimum Jobs Requirement by the end of the Investment Period (*i.e.*, the fifth anniversary of the commencement date), such reduced Special Source Credit percentage shall revert to the original Special Source Credit percentage prospectively, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the last day of the Investment Period.

(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 Project.

Section 3. 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 4. 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 7. 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 8. 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 19th day of December, 2023.

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: November 21, 2023	(tentative)
Second Reading: December 5, 2023	(tentative)
Public Hearing: December 19, 2023	(tentative)
Third Reading: December 19, 2023	(tentative)

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BY AND AMONG

[PROJECT CHAUGA], as SPONSOR,

AND

ANDERSON COUNTY, SOUTH CAROLINA

_____, 2023

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of _____, 2023, by and between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, and _____, a _____ (formerly identified by the County as Project Chauga), along with affiliated or related entities, and assigns, as sponsor ("Sponsor" and the "Company") and any other entity that may also join as a Sponsor Affiliate (hereinafter, the County, the Company, and the Affiliate are referred to individually as a "Party" and, collectively, as the "Parties").

WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act"), to create multi-county industrial or business parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county industrial or business park with Greenville County, South Carolina ("Park"); (iv) under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Sponsor, along with any affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, anticipates expanding existing facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately \$3,911,227 in new investment in real and personal property in the County ("Investment") and the creation of approximately 45 new, full-time jobs in the County ("Jobs"); and

(d) Pursuant to a Resolution adopted November 21, 2023, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. _____ adopted on December 19, 2023, authorized (i) the execution and delivery of this Fee Agreement with the Company, and (ii) the inclusion of the Project in the Park.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the Parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I

DEFINITIONS

Section 1.1 *Terms.* The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. “Chair” means the Chairman of the County Council.

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

“Commencement Date” means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date may not be later than the last day of the property tax year which is three years from the year in which the County, the Sponsor and the Sponsor Affiliates entered into this Fee Agreement.

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

“County Council” means the Anderson County Council, the governing body of the County.

“Department” and “SCDOR” mean the South Carolina Department of Revenue.

“Diminution of Value” with respect to any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.9 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act. For the avoidance of doubt, Economic Development Property shall not include any Non-Economic Development Property.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements, and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent

parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Project Site (defined below) by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.14 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date (defined below) unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements to the Project Site, including buildings, additions, roads, sewer and other infrastructure, together with any and all additions, accessions, replacements, and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or Non-Economic Development Property, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and, as applicable, any Sponsor Affiliate, without regard to depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and, as applicable, any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300 or comparable forms; and (iv) any other expenditures made by the Company and, as applicable, any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company, the applicable Sponsor Affiliate and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and, as applicable, any Sponsor Affiliate by the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period for up to an additional five years upon passage of a resolution.

“Minimum Investment” or “Minimum Investment Requirement” means an investment in the project of at least two and one-half million dollars (\$2,500,000) within the Investment Period, in accordance with Section 12-44-30(14) of the Act.

“Minimum Jobs Requirement” means the creation of at least forty five (45) new, full-time jobs in the County within the Investment Period.

“Non-Economic Development Property” means all items of real and tangible personal property comprising the Project which do not qualify as economic development property under Section 12-44-110 of the Act because such items were previously subject to property taxes. For the avoidance of doubt, the existing building improvements located at the Project Site as of the date this Fee Agreement is effective shall be considered Non- Economic Development Property.

“Phase” or “Phases” in respect to the Project means the Economic Development Property placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means, with respect to each Phase of the Project, the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the 29th full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and the Project Site, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Site” means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto, as may be amended from time to time by approval of the County Administrator or by adoption of a Resolution by County Council, together with all and singular, the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company with respect to the Project, whose investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B or who has otherwise joined as a party to this Fee Agreement.

Section 1.2 *Amendments.* Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations of the County.* The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) Each legal entity comprising the Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property that it placed in service on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter or such longer period of years that the annual FILOT Payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 312.28 mills, which the parties believe to be that rate in effect on June 30, 2023 for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 30 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

(c) The County agrees that the Project and Project Site shall be incorporated and remain in the Park during the Fee Term. If, for any reason, the Project Site and Project is ever excluded from the Park then the County shall ensure that the Project shall be immediately placed into another multi-county industrial or business park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act, the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount

determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 *Special Source Revenue Credits*

(a) As an inducement for the Investment and in accordance with the MCIP Act the Infrastructure Credit Act, the County grants to the Company and any Sponsor Affiliate a Special Source Revenue Credit (“SSRC”) equal to the Applicable SSRC Percentage shown in the table below multiplied by the amount of each FILOT Payment that becomes due with respect to Economic Development Property comprising the Project in the Park commencing with the first year in which a FILOT Payment becomes due under this Fee Agreement and each consecutive year thereafter for a total of ten (10) years (“SSRC Term”). The County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company and any Sponsor Affiliate shall be permitted to utilize SSRC to offset any qualifying expenditures as provided under the Code, including under the Act, the MCIP Act, and the Infrastructure Credit Act.

<u>Years</u>	<u>Applicable SSRC Percentage</u>
1-5	50%
6-10	30%

(b) All SSRC’s granted to the Company shall be deemed to reimburse the Company first for any infrastructure expenditures related to real property necessary to serve the Project, thereby, to the extent of such reimbursements, avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(c) The cumulative dollar amount expended by the Company on infrastructure shall equal or exceed the cumulative dollar amount of all the SSRC’s received by the Company at any point in time, and the Company shall provide to the County, upon request by the County, documentation sufficiently adequate to prove such infrastructure costs to the reasonable satisfaction of the County.

(d) If, by the third anniversary of the Commencement Date, the new job creation by the Company and any other Sponsors or Sponsor Affiliates is not at least 35 new, full-time jobs, in the aggregate, at the Project or total investment in the Project by the Company and any other Sponsors or Sponsor Affiliates is not at least \$3,911,227, in the aggregate, then the applicable Special Source Credit percentage shall be reduced to twenty five percent (25%), on a prospective basis, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the third anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage as set forth above, if the Company satisfies both the Minimum Investment Requirement and the Minimum Jobs Requirement by the end of the Investment Period, such reduced Special Source Credit percentage shall revert to the applicable Special Source Credit percentage listed above in Section 3.2(a) prospectively, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the last day of the Investment Period.

Section 3.3 *Failure to Achieve Minimum Investment Requirements*

(a) In the event the Company, together with any Sponsor Affiliates, fails to achieve the Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate

and the Company, with respect to its Economic Development Property only, and, as applicable, any Sponsor Affiliate, with respect to its Economic Development Property only, shall pay the County a “Deficiency Amount”. The Deficiency Amount shall be 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, as applicable, any Sponsor Affiliate, 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, as applicable, each Sponsor Affiliate, has made with respect to its Economic Development Property through and including the end of the Investment Period.

(b) In the event a Deficiency Amount is determined to be owing pursuant to this Section 3.3, it shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period. Any Deficiency Amount determined to be owing shall be subject to the minimum amount of interest that the Act may require.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s, and as applicable, any Sponsor Affiliate’s, failure to meet the Minimum Investment Requirement.

Section 3.4 *FILOT Payments on Replacement Property.* If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual FILOT Payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.5 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payments with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.6 *Place and Allocation of FILOT Payments.* The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance

with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.7 *Removal of Equipment.* The Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (Removed Components) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) hereof.

Section 3.8 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.9 *Condemnation.*

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or, as applicable, any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.22.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.22 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.10 *Maintenance of Existence.* The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the requirements to satisfy the Minimum Investment requirement under the Act, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.13 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.11 *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial and irreparable harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company, and, as applicable, any Sponsor Affiliate, or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company, and, as applicable, any Sponsor Affiliate, or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company, and, as applicable, any Sponsor Affiliate or owner to comply with this provision, the Company, and, as applicable, any Sponsor Affiliate, or owner agrees to pay the statement for attorneys’ fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. With respect to such fees, penalties, assessment or damages imposed by the County, only the individual party failing or refusing to furnish such information shall be liable therefor. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, or owner may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.12 *Addition of Sponsor Affiliates.* Upon request of and at the expense of the Company, the County may approve, by adoption of a resolution by County Council, any future Sponsor

Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this Fee Agreement as **Exhibit B**, subject to any changes approved by the County Council Chairman that are not materially adverse to the County.

Section 3.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld. Notwithstanding the foregoing, upon notice in writing to the County Administrator, any assignment to an entity owned by, which owns, or that shares a common owner with the Company, and, as applicable, any Sponsor Affiliate, is approved and authorized by the County without further action of County Council.

Section 3.14 Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under this Fee Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 3.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

(c) Any remedies that the County may take pursuant to this section shall only be taken against that party who is in default.

(d) The County's sole remedy for failure of the Sponsor, together with any Sponsor Affiliates, as applicable, to achieve the Minimum Investment Requirement shall be the Deficiency Amount pursuant to Section 3.3.

Section 3.16 *Collection of FILOT Payments.* In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.17 *Remedies Not Exclusive.* No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.18 *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.19 *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Act, the Company, and, as applicable, any Sponsor Affiliate, and the County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company, and, as applicable, any Sponsor Affiliate, provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.20 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Sponsor Affiliates, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly but only with respect to the party whose fiscal year changes.

Section 3.21 *Reports; Filings.*

(a) Each year during the term of this Fee Agreement, the Company, and, as applicable, any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, with the Anderson County Auditor, the Anderson County Assessor, and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.22 Termination. Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

ARTICLE IV MISCELLANEOUS

Section 4.1 *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 three business days after 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 may hereafter furnish 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:

AS TO THE COUNTY: Anderson County, South Carolina
ATTN: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

AS TO THE COMPANY: [INSERT]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Madison Felder
110 East Court Street, Suite 200
Greenville, South Carolina 29601

Section 4.2 *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. 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 4.3 ***Counterparts; Electronic Signatures.*** This Fee Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Fee Agreement may be circulated for signature through electronic transmission,

including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Fee Agreement to be original signatures and may conclusively be relied upon by any Party to this Fee Agreement.

Section 4.4 *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 4.5 *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 4.6 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 *Further Assurance.* From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 *Severability.* 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 *Force Majeure.* The Company, and, as applicable, any Sponsor Affiliate, shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, and, as applicable, any Sponsor Affiliates' reasonable control.

Section 4.11 *Administrative Fees.* The Company shall reimburse the County for all reasonable costs and fees, including but not limited to the County's legal fees and costs for retention of its Special Counsel, actually incurred by the County but exclusive of normal County overhead including costs and salaries related to administrative staff, employees, and similar costs and fees, relating to the negotiation and approval of the inducement of the Project, 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 right to receive such payment, specifying the nature of such expense and requesting payment of same. The fees reimbursable under this Section shall in no event exceed \$5,000 in the aggregate.

[signatures on following pages]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to 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

Tommy Dunn, Chairman
Anderson County Council

Dated

(SEAL)

ATTEST:

Rusty Burns, County Administrator
Anderson County, South Carolina

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

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to 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.

[PROJECT CHAUGA]

Name:

Title:

DATE _____

EXHIBIT A

DESCRIPTION OF PROPERTY

[TO BE PROVIDED PRIOR TO 3rd READING]

Tax Map Number [NUMBER]

EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective December 19, 2023 (“Fee Agreement”), between Anderson County, South Carolina (“County”), [PROJECT CHAUGA] (the “Company”).

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to [Name of Entity] at:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Name: _____

Its: _____

Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address: _____

ORDINANCE NO. 2023-050

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT AUSTIN], WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial 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 or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

WHEREAS, [Project Austin], a _____ (the “Taxpayer”), has represented that it will make additional investment in the Project, which will result in an expected aggregate investment of \$5,000,000 by the Taxpayer; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Taxpayer will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual seventy (70%) percent base credit to the Taxpayer against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period of six (6) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 6th year after the first year which any portion of the Project is first placed in service, as set forth more fully in the Special Source Revenue

Credit Agreement between the County and the Taxpayer presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Taxpayer, 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; and, that the Project gives 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, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

WHEREAS, it appears that the SSRC Agreement 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 the County Council of Anderson County, in meeting duly assembled, as follows:

Section 1. The Chairman of County Council, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and each of the County Administrator and the Chairman of County Council is directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. 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 3. 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 4. 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 _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chairman of County Council

ATTEST:

By: _____
Rusty Burns
County Administrator

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

Approved as to Form:

Leon C. Harmon
County Attorney

First Reading: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

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 _____, 2023, _____, 2023 and _____, 2023, 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, County Council of Anderson County

Dated: _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

[PROJECT AUSTIN],

a _____

Dated as of _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of _____, 2023 (the “Agreement”), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **[PROJECT AUSTIN]**, a _____ (the “Taxpayer”).

WITNESSETH:

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County and Greenville County entered into that certain Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, as amended, and the Project was added to the Park by Ordinance No. _____ enacted by the County on _____ and by Ordinance No. _____ enacted by Greenville County on _____, and pursuant to such agreement, the Taxpayer and its successors and assigns will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the Taxpayer will make additional investments at the Project on the land in the County described in Exhibit A hereto (the “Land”); and

WHEREAS, the Taxpayer has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal at the Project, which will result in an expected aggregate investment of \$5,000,000 by the Taxpayer, all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Taxpayer in respect of the payments in lieu of taxes to be made by the Taxpayer as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2023, following conducting a public hearing on _____, 2023;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Taxpayer agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Affiliate of the Taxpayer*” shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Taxpayer. For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or

cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

“Taxpayer” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Fee Payments” shall mean the payments in lieu of taxes made by the Taxpayer with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“FILOT Act” shall mean Title 4, Section 29, of the Code.

“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.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall mean the annual special source revenue credits provided to the Taxpayer pursuant to Section 3.02 hereof.

“Investment Period” shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

“Investment Target” shall mean the investment by the Taxpayer of at least \$5,000,000 in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2023, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, 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 Infrastructure Credit Act to the Taxpayer hereunder.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park 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 Act, or any successor provision, with respect to the Project.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants 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 of South Carolina 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 County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Taxpayer for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Taxpayer. The Taxpayer makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Taxpayer is qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action, if applicable, has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Taxpayer is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Taxpayer, other than as may be created or permitted by this Agreement.

(c) The Taxpayer shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Taxpayer, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Taxpayer to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Taxpayer is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Taxpayer is there any basis therefore.

(e) The Taxpayer agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Taxpayer agrees to maintain such books and records with respect to the Project as will permit verification of the Taxpayer's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Taxpayer may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Taxpayer believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Taxpayer with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Taxpayer.

(g) The Taxpayer agrees to pay the County's legal fees related to the review of this Agreement in the amount of Three Thousand, Five Hundred and No/100ths (\$3,500.00) Dollars within forty-five (45) days of receipt of the invoice for the County's legal fees.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of the termination of the Park Agreement prior to December 31, 2030, the County agrees to use its best reasonable efforts to cause the Project, at the Taxpayer's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Taxpayer, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Taxpayer shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Taxpayer for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Taxpayer Infrastructure Credits for a period of six (6) consecutive years in an amount equal to seventy (70%) of that portion of Fee Payments payable by the Taxpayer with respect to the Project (that is, with respect to investment made by the Taxpayer in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Taxpayer exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Taxpayer 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 B. Further, any amount of reimbursement of the Taxpayer for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Taxpayer for the same expenditure.

(d) In the event the Taxpayer fails to meet the Investment Target by the end of the fifth (5th) year after the Project is placed in service, the Infrastructure Credits will terminate.

(e) [*Intentionally* omitted]

(f) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, 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.

(g) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR 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 INFRASTRUCTURE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Taxpayer:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Taxpayer may reasonably request in a form and substance acceptable to the Taxpayer and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Taxpayer. The County hereby acknowledges that the Taxpayer may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Taxpayer will give notice of any transfer by the Taxpayer of any of its interest in this Agreement to an Affiliate of the Taxpayer, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Taxpayer shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Taxpayer or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Taxpayer shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Taxpayer, respectively, specifying the failure and requesting that it be remedied is given to the County by the Taxpayer, or to the Taxpayer by the County, by first-class mail, the County or the Taxpayer, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Taxpayer or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Taxpayer or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Taxpayer hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Taxpayer to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Taxpayer.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Taxpayer. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Taxpayer any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Taxpayer.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Taxpayer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Taxpayer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- | | | |
|-----|--|---|
| (a) | if to the County: | Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002 |
| | with a copy to:
(which shall not
constitute notice
to the County) | Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002 |

(b) if to the Taxpayer: [Project Austin]
Attn: _____

with a copy to: Maynard Nexsen PC
(which shall not 104 South Main Street, Suite 900
constitute notice Greenville, South Carolina 29601
to the Taxpayer) Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Taxpayer shall also be given to the others. The County and the Taxpayer may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Taxpayer, or by reason of the County’s relationship to the Project or by the operation of the Project by the Taxpayer, 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 Taxpayer 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 Taxpayer 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this 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 Taxpayer, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and [Project Austin] has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

[PROJECT AUSTIN], a

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Revenue Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Austin] (the "Taxpayer"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 2023 (the "Agreement") between Anderson County, South Carolina and the Taxpayer, as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Taxpayer is \$ _____.

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Taxpayer is not less than \$ _____.

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__.

[PROJECT AUSTIN]

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2023-051

**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 Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby and shall be amended and revised to include property located in Anderson 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 B as so revised, without further action by either county.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

FORM APPROVED BY:

County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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

[Project Austin Legal Description to be added]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned 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 _____, 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 20____.

Clerk, Anderson County Council

Dated: _____, 20____

ORDINANCE NO. 2023-052

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY AND PROJECT TRUST PROVIDING FOR PAYMENTS IN LIEU OF TAXES, THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS, THE INCLUSION OF THE PROPERTY IN A MULTI-COUNTY PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized by Title 4 Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to provide special source revenue credits to offset payments in lieu of taxes, for the purpose of defraying the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or certain projects or for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the company known to the County as Project Trust (the “Company”) is considering the location of a company production facility in the County that would require an investment of approximately \$4,700,000 that is anticipated to result in the creation of approximately 60 new, full-time jobs in the County (the “Project”); and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the site on which the Project is 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 Greenville County, South Carolina dated as of December 1, 2010 (the “Park Agreement”); and

WHEREAS, in order to induce the location of the Project in the County, the Company has requested and the County has agreed to enter into an Infrastructure Credit Agreement (the “Agreement”) to provide for certain special source revenue credits (“SSRC”) in two parts: Part I SSRCs equal to the difference between the gross payments in lieu of tax due and payments in lieu of tax that would have been due under a traditional fee in lieu of tax arrangement, and Part II SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years

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

1. The County hereby approves the Agreement in the form attached hereto as Exhibit A, together with such changes as are not materially adverse to the County, upon the advice of the County Attorney, and the County Chair, County Administrator and Clerk to Council are hereby authorized and directed to execute and deliver the Agreement to the Company.

2. The County hereby approves amending the the Park Agreement to add the Project to the Park, and the County Chair, County Administrator and Clerk to Council are hereby authorized and directed to execute and deliver such amendment to the Company.

3. All fee-in-lieu of *ad valorem* taxes pursuant to the Park Agreement received by the County for Park premises located in the County attributable to property added to the Park prior to November 16, 2020 shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the Park Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for Park premises located in the County attributable to Park 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 entitles in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the 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.

4. The Council Chair, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

5. The provisions of this ordinance are separable, and if any section, phrase, or provision is declared by a court of competent jurisdiction to be invalid or unenforceable, the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions in this ordinance.

6. To the extent that this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

7. This ordinance is effective upon public hearing and third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2023.

ANDERSON COUNTY,
SOUTH CAROLINA

Tommy Dunn, Chairman

ATTEST:

Rusty Burns
County Administrator

Renee Watts, Clerk
Anderson County Council

READINGS:

First reading: _____, 2023
Second reading: _____, 2023
Public hearing: _____, 2023
Third reading: _+_____, 2023

EXHIBIT A
INFRASTRUCTURE CREDIT AGREEMENT

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

CAROLINA STRUCTURAL SYSTEMS LLC,
a North Carolina company

Dated as of December 4, 2023

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of December 4, 2023 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and CAROLINA STRUCTURAL SYSTEMS LLC, formerly identified as PROJECT TRUST, a company organized and existing under the laws of the State of North Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the distribution and assembly of fasteners in order to enhance the economic development of the County; and

WHEREAS, the Company, previously known to the County as Project Pack, desires to locate a company production facility in the County that requires an investment of approximately \$4,700,000, not including the purchase price of the existing building, and that is anticipated to result in the creation of approximately 60 new, full-time jobs in the County at the Project Site (the "Project"); and

WHEREAS, in order to induce the location of the Project in the County, the Company has requested and the County has agreed to enter into this Special Source Credit Agreement (the "Agreement") to provide for certain special source revenue credits ("SSRCs") in two parts: Part I SSRCs equal to the difference between the gross payments in lieu of tax due and payments in lieu of tax that would have been due under a traditional fee in lieu of tax arrangement, and Part II SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years (net of the Part I SSRCs),.

WHEREAS, the County has previously caused the property subject to this Agreement to be placed in a joint county industrial business park (the "Park") entered into between the County and Greenville County by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on December 4, 2023, following a public hearing held on December 4, 2023, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements

hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Affiliate" shall mean any entity that controls, is controlled by, or is under common control with the Company.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its Corporate Officer.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its County Administrator and the Clerk to County Council.

"Anderson Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Greenville County.

"Commencement Date" shall mean the last day of the Company's tax year in which assets constituting a part of the Project are initially placed in service.

"Company" shall have the meaning hereinabove assigned.

"Confidential Information" shall have the meaning set forth in Section 7.10 herein.

"Cost" or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and

installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements, internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

"Investment Period" shall mean the period beginning with the Company's tax year ending December 31, 2023 and ending five years after the Commencement Date.

"Investment Target" shall mean the investment by the Company of \$4,700,000 within the Investment Period, but excluding the purchase cost of the existing facility.

"Ordinance" shall mean the ordinance enacted by the County Council on December 4, 2023 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Greenville County, South Carolina, as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall have the meaning set forth in the recitals.

"Project Site" shall mean the land described in Exhibit A attached hereto.

"Repayment Amount" shall have the meaning set forth in Section 3.05.

"SSRC" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants 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 of South Carolina 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 County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of

the County is there any basis therefor.

SECTION 2.02. Representations 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 North Carolina corporation, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to make additional capital investment in the County and in the State of South Carolina.

(e) The Company will invest not less than the Investment Target in the Project, prior to the end of the Investment Period.

(f) The Company will use commercially reasonable efforts to continuously operate a manufacturing facility in the County.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X,

Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

SPECIAL SOURCE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$4,700,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the SSRC is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Revenue Credit.

(a) To assist in paying for costs of Infrastructure, the County shall provide SSRCs in two parts: Part I SSRCs equal to Forty-One percent (41%) of the payments in lieu of tax due for the next Thirty (30) years, and Part II a SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years (after the application of the Part I SSRCs). The Infrastructure Credits shall apply to reduce the Anderson Fee Payments otherwise due. In exchange for the SSRCs, the Company hereby waives the manufacturing abatement. If it is legally determined that the manufacturing abatement cannot be waived, the SSRCs shall be reduced by the amount of the abatement.

In order to facilitate the provision of the SSRCs, the Company shall file a separate Schedule A with its annual PT-300 property tax return (or successor form) and shall file copies of such return with the County Auditor, Assessor, and Treasurer on or before June 30 of the property tax year in which an SSRC is to be claimed, together with a written certification in the form attached hereto as Exhibit B claiming the credit for such year. The separate Schedule A (or successor form) shall list only investments placed in service during the Investment Period. Failure to file copies of the applicable property tax return and certification prior to June 30 of each year shall constitute a waiver of the SSRCs for that year. For example, and by way of example only, the Company must file copies of its PT-300 property tax return and written certification claiming SSRCs for the 2024 property tax year with the County, on or before June

30, 2024.

(b) THIS AGREEMENT AND THE SSRCS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE SSRCS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE ANDERSON FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE SSRCS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE SSRCS.

(c) All fee-in-lieu of *ad valorem* taxes pursuant to the Park Agreement received by the County for property added to the Park prior to November 16, 2020 shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the Park Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the Park Agreement received by the County for Park premises located in the County and attributable to Park 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 of the Code of Laws of South Carolina, 1976, as amended (“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 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 3.04. Cumulative SSRC. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the SSRCS received by the Company.

SECTION 3.05. Clawback.

(a) If the Company does not invest and maintain a capital investment of at least \$2,500,000 in the County as of the end of the Investment Period, this Agreement shall terminate, and the Company shall be obligated to repay to the County the total amount of SSRCS received, together with interest at the statutory rate for underpayments of property tax.

(b) If the Company does not invest and maintain a capital investment of \$4,700,000 in the County as of the December 31, 2023 or fails to create and maintain at least 48 new, full-time jobs in the County as of December 31, 2026, the Company shall forfeit the remaining Part II SSRC.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent or subsequent ratification of the County, which may be given by resolution, and which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an Affiliate of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default The following are “Events of Default” under this Agreement:

- (a) Failure by the Company or its successor to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;
- (b) A cessation of operations of the Project, meaning a closure of the Project for a continuous period of six (6) months;
- (c) A representation or warranty made by the Company which is deemed materially and adversely incorrect when deemed made;
- (d) A representation or warranty made by the County which is deemed materially and adversely incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights; or
- (e) terminate the Agreement.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04 Reimbursement of Legal Fee and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.05. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.06. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the SSRCS shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the SSRCS or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States first-class registered mail, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County, South Carolina
Attn: County Administrator

178 Mill Street
Anderson, SC 29709
(843) 623-2535

with copies to:

- (b) if to the Company: Carolina Structural Systems LLC

with a copy to:

J. Wesley Crum, III, P.A.
202 Nantallah Trail
Mauldin, SC 29662
Attn: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.10 Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on reasonable prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the investment or job requirements hereunder; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges 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. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 7.10. Indemnity.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County

having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The Company shall reimburse the County for any reasonable administrative expenses incurred in connection with the negotiation, implementation, or enforcement of this Agreement promptly upon written notice thereof, including but not limited to reasonable attorneys' fees. Failure to provide such reimbursement within thirty (30) days after written notice thereof shall constitute an Event of Default hereunder.

SECTION 7.11. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members 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 for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

SECTION 7.12. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the SSRCs and payment by the Company of any outstanding Anderson Fee Payments due on the Project pursuant to the terms of this Agreement.

SECTION 7.13. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

***[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Waste Management Services of the Carolinas has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

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

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

CAROLINA STRUCTURAL SYSTEMS LLC

Signature: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 TO SPECIAL SOURCE CREDIT AGREEMENT]

EXHIBIT A

EXHIBIT B
ANNUAL CERTIFICATION

RESOLUTION NO. 2023-052

A RESOLUTION IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT CHAUGA, ITS AFFILIATES AND RELATED ENTITIES, TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (the “County”) is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State; and

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; and (iii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County and (ii) to include within the boundaries of such parks the property of eligible companies; and

WHEREAS, a company known to the County as Project Chauga, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and the County may approve in accordance with the Act (collectively, “Company”), contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and to the extent allowed by law, plans to expand certain manufacturing facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$3,911,227 in new investment in real and personal property (“Investment”) and the expected creation of approximately 45 new, full-time jobs (“Jobs”) in the County; and

WHEREAS, as an inducement for the Project, the Company requests and the County desires to provide certain incentives, including but not limited to, the following: (1) the incentive of a FILOT arrangement as authorized by the Act for a term of 30 years for each phase and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act (which the County understands is 312.28 mills), the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes and incentive agreement between the County and the Company (“Fee Agreement”); (2) the placement of or, if previously so placed, the maintenance of the Project in a multi-county industrial or business park of which the County is a member county; (3) the provision of certain special source revenue credits or infrastructure credits to the Company to offset eligible infrastructure costs under the MCIP Act, and (4) any other incentives that may be set forth in the Fee Agreement or other agreements by and between the County and the Company (collectively, the “Incentives”); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives; and

WHEREAS, in accordance with Section 12-44-40 of the Act, and based on information provided by the Company, the County has determined that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits, not otherwise adequately provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of the County or any incorporated municipality; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

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

Section 1. **Project Identification for Purposes of the Act.** The County hereby identifies the Project as a “project” as contemplated by Section 12-44-40 of the Act.

Section 2. **Project Findings.** Based on information provided by the Company, the County hereby finds and affirms its determination that: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality and or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 3. **Authorization to Negotiate Incentives.** The County shall negotiate in good faith the Incentives and the agreements relating thereto, including but not limited to the Fee Agreement.

Section 4. **Placement of Project in a Multi County Industrial Park.** The County shall use its best efforts to cause the Project, if not already so placed, to be located within the boundaries of a multi county industrial or business park as provided in Article VIII, Section XIII of the South Carolina Constitution and the MCIP Act.

Section 5. **Past and Future Acts.** The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees or agents designated thereby, including the County’s attorney for this Project, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution and induce the Company to locate the Project in the County, and authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the Project and the actions contemplated by this Resolution.

Section 6. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 7. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

Resolved: November 21, 2023

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman, Anderson County Council

Attest:

Rusty Burns
County Administrator

Renee D. Watts
Clerk to Council

Approved as to form:

Leon C. Harmon
County Attorney

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Berry, ANN R.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Board And/or Committee for museum
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
Same as Above Mailing

Home Phone: 404 400 0000 Cell Phone: 404 400 0000

Email: berry.ann.r@gmail.com Preferred method of contact: cell phone

County Council District: 2 GED Equivalent: Yes or No

Highest Level of Education: _____ High School Grad: Yes or No

College Attended: ASHWORTH College Degree: Social Degree

Address of College: 5051 Peachtree Corners Ctr,
Norcross, Ga. 30092

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>District 5</u>	<u>Teacher's Assistant</u>	<u>1980 until present.</u>

Signature of Applicant

Date

Recommendation of Council:

Glenn Davis District 2



RECREATION FUND APPROPRIATIONS APPLICATION

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
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Anchored in His Grace ministry/Tiaras to crowns

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 500.00

3. The purpose for which the funds are being requested:

To feed community for Annual 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. ✓

5. Contact Person: Pastor Matthew Merriweather

Mailing Address: 1624 Amity Rd Belton SC 29627

Phone Number: 864-356-7719

Email: mmerriweather4@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

10-30-23

Date



RECREATION FUND APPROPRIATIONS APPLICATION

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
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Tackling The streets
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$5,000
3. The purpose for which the funds are being requested:
Christmas for kids & mentoring
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: yes
Rev. Donaldson
Mailing Address: P.O. Box 14291 Anderson S.C. 29624
Phone Number: 864-940-7142
Email: Emmand777@yahoo.com
6. Statement as to whether the entity will be providing 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.

Emmanuel Donaldson 10-25-22
Signature Print Name Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: _____

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

The Zone Service Inc.

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

*All Districts
District 1 - \$200; District 2 - \$200.00; District 3 - \$200.00; District 4 - \$200.00
District 5 - \$200.00; District 6 - \$200.00; District 7 - \$200.00*

3. The purpose for which the funds are being requested:

*To Provide Activities, Food and Toys for children in
all districts during the Holiday Season for 500 children/youth in the
County.*

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 Documents Provided

5. Contact Person: *Treca Deshields*

Mailing Address: *813 Winston Drive, Anderson, SC 29624*

Phone Number: *864-933-6343*

Email: *treca.deshields71@gmail.com*

6. Statement as to whether the entity will be providing matching funds:

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.

[Signature]

Signature

Treca Deshields

Print Name

Date

South Carolina

Secretary of State

(<https://sos.sc.gov/>)

Mark Hammond

Search Charities

[Charities Search Home](#)

[<< Back to Search Results](#)

The Zone Services Inc

Public Id: P55853

TRECA DESHIELDS , CEO

813 WINSTON DRIVE

ANDERSON, SC 29624

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2021 - 12/31/2021**.



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Connect Powderville

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$ 7,500

3. The purpose for which the funds are being requested:

Community Event: Rhythm on the River

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: Johnny Harvin

Mailing Address: 213 Three Bridges Rd. Powderville, SC 29611

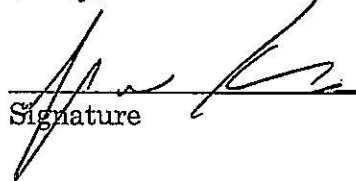
Phone Number: 864-360-4243

Email: johnny@johnnyharvin.com

6. Statement as to whether the entity will be providing matching funds:

Will be raising additional funds from sponsorships
as well as putting in some of our own funds

I certify that the foregoing 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

John W. Harvin
Print Name

11/17/2023
Date

Financial Report

TOTAL REVENUE:	\$20,391.40
PROGRAM EXPENSES:	\$4,712.26
TOTAL EXPENSES:	\$14,805.37
NET ASSETS:	\$6,597.52
FUNDRAISER COSTS:	\$0.00

Financial Report File



SIGNED 2021 The Zone Services AFR.pdf (/DisplayFinancialReport.aspx?ReportType=Charity&CopyID=152041)



SIGNED 2021 The Zone Services AFR.pdf (/DisplayFinancialReport.aspx?ReportType=Charity&CopyID=152346)

Next Report: 01/01/2022 - 12/31/2022 Due Date: 11/15/2023

According to the financial information filed with this office, this organization devoted **31.8%** of its total expenses to program services during the year reported.

Disclaimer: The South Carolina Secretary of State's Charities Search Webpage is provided as a service to customers to research charitable organizations on file with our office, or that have been the subject of an administrative action. Users are advised that the Secretary of State, the State of South Carolina, or any agency, office, or employee of the State of South Carolina do not guarantee the accuracy, reliability, or timeliness of the information provided, as it is the responsibility of the charity to inform the Secretary of State of any updated information. Furthermore, the information provided does not constitute legal advice.

Anderson County Building & Codes
Monthly Activity Report
Oct-23

Total Number Permit Transactions:	980
<i>New Single Family:</i>	<i>71</i>
<i>New Multi-Family:</i>	<i>15</i>
<i>Residential Additions/Upgrades:</i>	<i>22</i>
<i>Garages/Barns/Storage:</i>	<i>22</i>
<i>New Manufactured Homes:</i>	<i>18</i>
<i>New Commercial:</i>	<i>5</i>
<i>Commercial Upfits/Upgrades:</i>	<i>5</i>
<i>Courtesy Permits/Fees Waived:</i>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<i>5</i>	<i>(Includes Updating Sub-Standard Cases)</i>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>		
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>940</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>4</i>	
<i>Manufactured Home Inspections:</i>	<i>88</i>	
Total Number of Inspections (Site Visits) for Department:	1037	

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>84</i>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>35</i>	<i>(Includes residential solar)</i>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

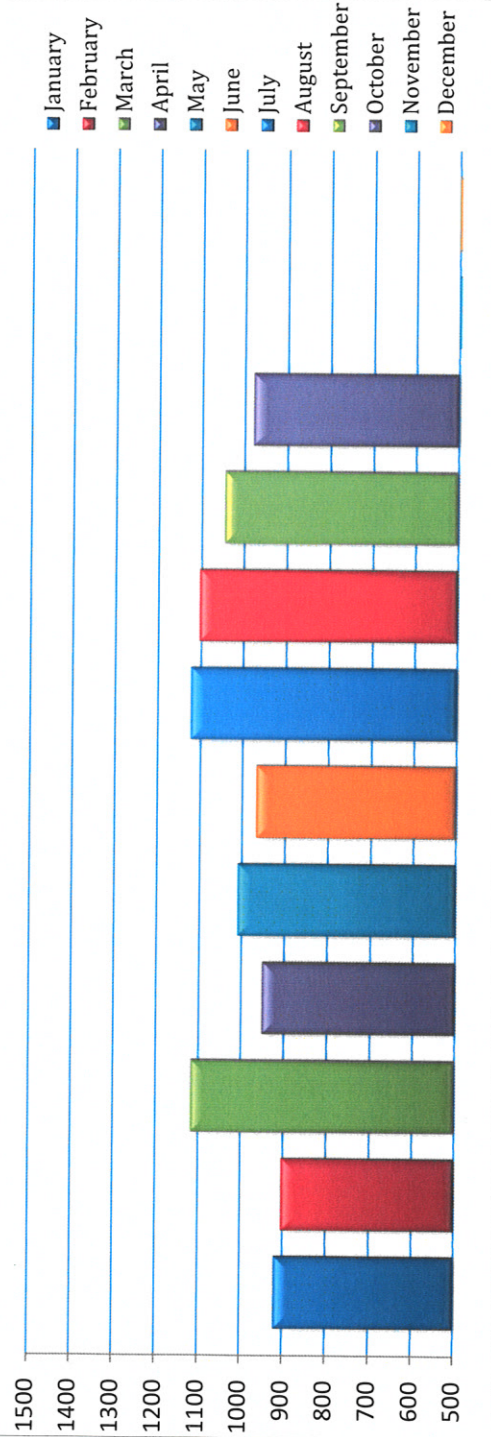
<i>Reinspection Fees Collected:</i>	<i>\$650.00</i>
<i>Plan Review Revenue:</i>	<i>\$5,295.90</i>
Total Revenue For The Month:	\$184,648.20

Anderson County Building & Codes

Permits Issued for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	226	256	143	152	82	17	4	41	921
February	240	277	145	135	63	5	11	28	904
March	301	308	156	164	99	34	16	41	1119
April	249	288	148	154	63	10	3	37	952
May	256	291	148	158	88	27	8	34	1010
June	241	270	148	163	77	8	16	45	968
July	286	305	181	197	79	14	15	47	1124
August	279	308	175	193	83	11	14	42	1105
September	254	311	179	164	77	15	12	35	1047
October	241	286	143	165	85	16	9	35	980
November									0
December									0
Total	2573	2900	1566	1645	796	157	108	385	10130

Permits Issued

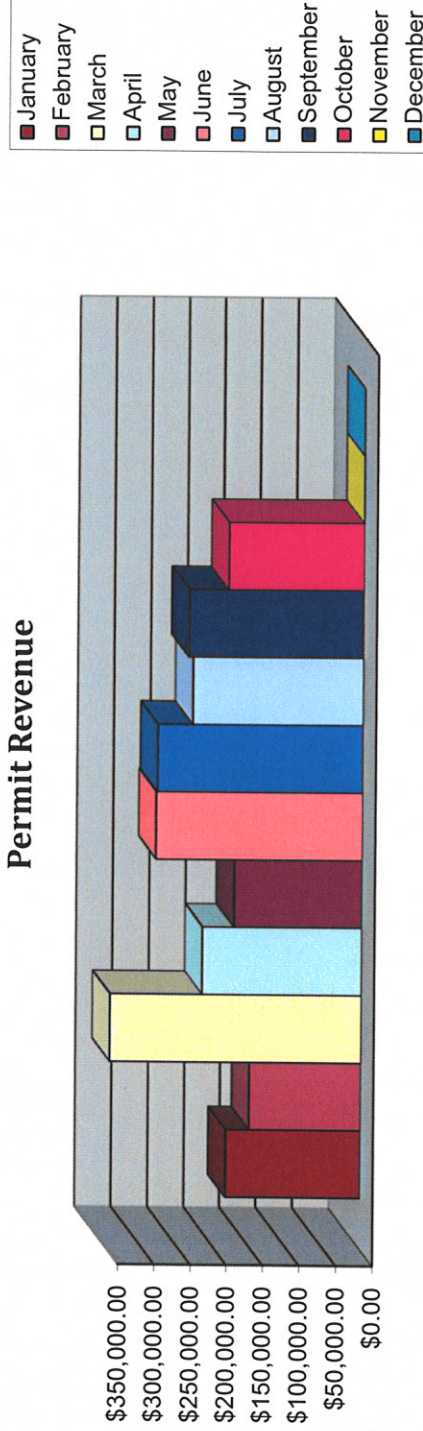


Anderson County Building & Codes

Permit Revenue for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$87,128.00	\$25,188.00	\$13,380.00	\$22,877.00	\$4,153.00	\$1,275.00	\$300.00	\$29,821.70	\$184,122.70
February	\$88,724.20	\$26,868.00	\$13,316.00	\$13,865.00	\$3,556.00	\$375.00	\$825.00	\$4,500.00	\$152,029.20
March	\$262,766.80	\$28,431.00	\$14,906.00	\$17,454.00	\$6,135.00	\$975.00	\$1,125.00	\$12,752.60	\$344,545.40
April	\$150,071.60	\$26,379.00	\$13,601.00	\$16,334.00	\$3,559.00	\$750.00	\$225.00	\$6,967.80	\$217,887.40
May	\$97,684.00	\$28,585.00	\$14,775.00	\$18,122.00	\$4,062.00	\$525.00	\$600.00	\$10,335.80	\$174,688.80
June	\$91,487.00	\$27,487.00	\$13,661.00	\$17,014.00	\$4,946.00	\$600.00	\$975.00	\$126,673.10	\$282,843.10
July	\$174,538.80	\$30,473.00	\$19,149.00	\$22,847.50	\$4,167.00	\$1,050.00	\$1,050.00	\$28,153.30	\$281,428.60
August	\$131,389.00	\$37,197.00	\$16,638.00	\$27,756.00	\$7,406.00	\$675.00	\$1,050.00	\$11,375.60	\$233,486.60
September	\$107,353.00	\$32,899.50	\$14,124.00	\$22,516.00	\$5,957.00	\$1,125.00	\$900.00	\$54,668.30	\$239,542.80
October	\$108,673.80	\$29,028.50	\$13,604.00	\$18,932.00	\$6,589.00	\$1,200.00	\$675.00	\$5,945.90	\$184,648.20
November									\$0.00
December									\$0.00
Total	\$1,299,816.20	\$292,536.00	\$147,154.00	\$197,717.50	\$50,530.00	\$8,550.00	\$7,725.00	\$291,194.10	\$2,295,222.80

Permit Revenue



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Oct-23

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	71	71	\$22,980,406			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	15		\$2,485,680			
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	86	71	\$25,466,086	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322	1		\$90,000			
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	4		\$2,016,392			
Other nonresidential buildings		328	16		\$549,860			
Structures other than buildings		329	13		\$860,955			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	22		\$2,235,351			
Nonresidential and non-housekeeping		437	5		\$1,427,800			
Additions of residential garages and carports <i>(attached and detached)</i>		438	6		\$243,000			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	5					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	10					

Council Meeting: November 21, 2023

Information Only:

Attached transfers have been posted to General Ledger. This is notice to Council of the processed transfers.

Transfers FY 2022-2023

BUDGET TRANSFER
FY 22-23

BUDGET TRANSFER

FY 22-23

DIVISION:

Council

DEPARTMENT:

Council

FROM:

TO:

AMOUNT:

TITLE Professional Services
ACCT.# 001-5011-000-304
510000 531100

TITLE District 2 - Reimbursable
ACCT# 001-5011-002-241
510002 528600 2,300.00

TITLE Photocopy Equipment
ACCT.# 001-5011-000-347
510000 531250

TITLE District 2 - Reimbursable
ACCT# 001-5011-002-241
510002 528600 1,100.00

TITLE Postage
ACCT# 001-5011-000-243
510000 522600

TITLE District 2 - Reimbursable
ACCT# 001-5011-002-241
510002 528600 400.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total 3,800.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:

Community Events

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD: Finance for year end

DATE: for 06/30/2023

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: _____

DATE: 10-31-23

Journal Entry # 1018

DATE: 4/30/23 11-2-23



FY 22-23DEPARTMENT: Purchasing

AMOUNT:

TITLE	<u>Telephone - House Acct</u>	
ACCT#	<u>001-5091-001-275</u>	<u>15,500.00</u>
	510330 525300	

TITLE _____
ACCT# _____

TITLE _____

ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

Total	15,500.00
--------------	------------------

REASON:

Is this transfer within your division? (Circle One) **Yes** **No**

DATE: for 06/30/2023
DATE: _____
DATE: _____
DATE: 10.31.23

DATE: 4/30/23 (11-2-23)

BUDGET TRANSFER**FY 22-23**

DIVISION:

Sheriff

DEPARTMENT:

Detention Center

FROM:

TO:

AMOUNT:

TITLE Medicare
ACCT.# 001-5141-000-135
520100 511350

TITLE Medical
ACCT# 001-5141-000-346
520100 234250 150.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total 150.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:

Mediko Medical contract

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD: Finance for year endDATE: for 06/30/2023

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: [Signature]DATE: 10-31-23Journal Entry # 1018DATE: 6/30/23 6-11-23

FY 22.23

Bu000041

BUDGET TRANSFER

DIVISION:

Sheriff

DEPARTMENT:

Victims Bill of Rights

FROM:

TO:

AMOUNT:

TITLE COST OF LIVING/MERIT
 ACCT.# 156-5823-002-115
521050 511150

TITLE INSURANCE - VEHICLES
 ACCT# 156-5823-002-228
521050 526500 120.00

TITLE _____
 ACCT.# _____

TITLE _____
 ACCT# _____

TITLE _____
 ACCT# _____

TITLE _____
 ACCT# _____

TITLE _____
 ACCT.# _____

TITLE _____
 ACCT# _____

TITLE _____
 ACCT.# _____

TITLE _____
 ACCT# _____

Total

120.00

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

REASON:

Insurance on county vehicles

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

CRB

DATE:

9/19/23

DIVIS HEAD:

DATE:

9/21/23

FINANCE:

DATE:

9.28.23

ADMINISTRATOR:

DATE:

6/30/23 (10/5)

Journal Entry #

1014

FY 22.23
BU 47

BUDGET TRANSFER

DIVISION:

DEPARTMENT:

E-911

FROM:

TO:

AMOUNT:

TITLE PRINTING
ACCT.# 174-5063-000-245
521300 523075

TITLE PROFESSIONAL SERVICES
ACCT# 174-5063-000-304
521300 531100 4,000.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total 4,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

TriTech Software, Central Square, Everbridge - companies that offer services to help maintain data

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD: the line

DATE: 9.20.23

DIVIS HEAD: _____

DATE: _____

FINANCE: [Signature]

DATE: 9.20.23

ADMINISTRATOR: [Signature]

DATE: 9.28.23

Journal Entry # 1014

DATE: 6/30/23 (10/5)

November 13, 2023

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(6,156.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
11/07/23			David's Global Community Development (Thanks Give A Way for Autism)	(1,000.00)
11/07/23			Anderson Area YMCA (Reindeer Run)	(3,000.00)
11/07/23			Anderson Free Clinic (Festival of Trees)	(1,500.00)
11/07/23			First Light (Support Survivors of Sexual Assault)	(1,000.00)

Ending Balance 30,907.23

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	31,238.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19847	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(2,500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20235	Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(2,000.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,500.00)
10/17/23	10/25/23	21483	Broadway Fire (Roof Repairs)	(1,000.00)
11/07/23			Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23			Just Jeanie Media Foundation (Educational Programs)	(1,000.00)
11/07/23			Anderson Free Clinic (Festival of Trees)	(2,500.00)
11/07/23			First Light (Support Survivors of Sexual Assault)	(1,000.00)

Ending Balance 47,488.02

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	8023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	8209	American Red Cross	(500.00)
07/18/23	07/28/23	8252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	8251	Belton Center for the Arts	(500.00)
08/01/23	08/10/23	19417	Starr Fire Department	(500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(250.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21458	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(500.00)

Ending Balance 32,518.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rense Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(400.00)
08/15/23	08/30/23	19870	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20581	Anderson School Dist. 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21116	Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/26/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,200.00)
11/07/23			Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23			SCUEC (Spring Fling Open Show)	(1,000.00)
11/07/23			First Light (Support Survivors of Sexual Assault)	(2,500.00)

Ending Balance

49,995.32

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	48,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(2,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,000.00)
11/07/23			Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23			Anderson Free Clinic (Festival of Trees)	(2,000.00)
11/07/23			First Light (Support Survivors of Sexual Assault)	(2,500.00)

Ending Balance

65,040.33

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(300.00)
10/17/23	10/25/23	21578	Piedmont Public Service District (Christmas lights for Town of Piedmont)	(1,200.00)
11/07/23			Anderson Free Clinic (Festival of Trees)	(350.00)
11/07/23			First Light (Support Survivors of Sexual Assault)	(350.00)

Ending Balance 40,294.45

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023

November 13, 2023

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2023 - 2024	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23	09/13/23	20168	Honea Path Free Clinic	(1,000.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23	10/11/23	21050	Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)
10/17/23	10/26/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(200.00)
10/17/23	10/25/23	21490	Caroline Community Center	(5,000.00)

Ending Balance 5,028.04

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 W Pressley

Jana Pressley, Assistant Finance Manager

DATE: November 13, 2023