



AGENDA
Special Presentation Meeting
Tuesday, September 16, 2025, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

- a. **2025-036:** A Resolution honoring James C. “Jimmy” Wilson, Jr. on the occasion of his 90th birthday and recognizing his lifetime of service to Piedmont, Anderson County, and the State of South Carolina.

Hon. Jimmy Davis

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, September 16, 2025, at 6:30 p.m.
Historic Courthouse
101 South Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Jimmy Davis

3. APPROVAL OF MINUTES

September 2, 2025

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

Tommy Dunn
Chairman, District Five

Chris N. Sullivan
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



5. ORDINANCE THIRD READING:

a. 2025-028: An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 35.1 acres from C-2 (Highway Commercial District) to R-15 (Single-Family Residential District) on a parcel of land identified in the Denver-Sandy Springs Precinct as shown in Deed Book 6895 at page 37. The parcel is further identified as TMS #93-00-07-004 and 93-00-07-005. [District 5] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

b. 2025-033: An Ordinance authorizing and approving (1) The execution and delivery of a first amendment to an existing Fee agreement (The “Fee Agreement”) between Anderson County, South Carolina (The “County”) and Walgreen Co., to designate a sponsor affiliate under the fee agreement, and to extend the period during which economic development property is subject to fee in lieu of tax payments; and (2) Other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. 2025-036: An Ordinance establishing a temporary moratorium on applications and administrative processing for approval of certain residential living unit projects in excess of four (4) residential lots within the unincorporated area of Anderson County; invoking application of the pending ordinance doctrine; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

b. 2025-037: 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 [Project Ina] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

c. 2025-038: 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 Ina]

Mr. Burriss Nelson (allotted 5 minutes)

d. 2025-039: An Ordinance to amend Chapter 12, Article II, Emergency Preparedness, of the Code of Ordinances, Anderson County, South Carolina, to add Section 12-48 titled “Overtime Compensation During a Declared Period of Disaster”; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2025-040: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Pierce I] 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 Pierce I)

Mr. Burriss Nelson (allotted 5 minutes)

b. 2025-041: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Pierce II] 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 Pierce II)

Mr. Burriss Nelson (allotted 5 minutes)



- c. **2025-042:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Pierce I & II]

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2025-043:** An Ordinance to amend the Anderson County Land Use Ordinance, by adding Section 24-2000. To provide regulations for solar energy facilities in the unincorporated part of Anderson County; and other matters related thereto. **(TITLE ONLY)**

Mr. Matt Hogan (allotted 5 minutes)

8. RESOLUTIONS:

- a. **2025-037:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Pierce I, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source revenue credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payment in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Pierce I]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2025-038:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Pierce II, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source revenue credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payment in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Pierce II]

Mr. Burriss Nelson (allotted 5 minutes)

9. ATAX COMMITTEE RECOMMENDATIONS FY 2025-2026

Mr. Rusty Burns

10. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. Wrenfield Subdivision-District 6
Pipet Road
Vireo Road

11. REQUEST BY COUNCIL:

- a. Anchored in His Grace Ministry-All Districts
b. Anderson County Chapter of the South Carolina Genealogical Society-All Districts
c. Belton Center for the Arts-District 3
d. Jackie Seawell Junior Golf Tournament-All Districts



12. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

- a. Building and Codes Report
- b. Paving Report
- c. Special Projects

13. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

14. REMARKS FROM COUNCIL

15. 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 2025-036****

A RESOLUTION HONORING JAMES C. “JIMMY” WILSON, JR. ON THE OCCASION OF HIS 90TH BIRTHDAY AND RECOGNIZING HIS LIFETIME OF SERVICE TO PIEDMONT, ANDERSON COUNTY, AND THE STATE OF SOUTH CAROLINA.

Whereas James C. “Jimmy” Wilson, Jr. was born on September 6, 1935, and throughout his 90 years has embodied the values of hard work, generosity, and faith, serving as a mentor and example to many in Anderson County and across South Carolina; and

Whereas Mr. Wilson, as President of Wilson Inc., developed and managed Anderson County’s first industrial park, Upstate Industrial Park in Piedmont, beginning in 1992, which today encompasses 130 acres, 21 buildings, and more than 1.2 million square feet of space, providing jobs for over 750 people and setting the stage for decades of economic growth; and

Whereas Mr. Wilson played a key role in recruiting BASF as the anchor tenant of Upstate Industrial Park and his vision and leadership spurred numerous expansions and industrial announcements, strengthening Anderson County’s economy and improving the quality of life for its citizens; and

Whereas beyond the Industrial Park, Mr. Wilson helped shape the Piedmont Center, attracting businesses, banks, healthcare facilities, and essential services, including the Piedmont Post Office and Dollar General Market, ensuring that his community would thrive; and

Whereas in 2021, Mr. Wilson generously donated his collection of more than 100 antique John Deere tractors to be auctioned, raising more than \$460,000 for the YMCA of Powdersville’s Wilson Child Development Center, providing a lasting gift to future generations; and

Whereas Mr. Wilson’s lifetime of service has been recognized statewide, including being named South Carolina Ambassador for Economic Development for Anderson County in 2008, and his decades of philanthropy and leadership continue to serve as a model for others to follow;

Now, therefore, be it resolved that the Anderson County Council, in a meeting duly assembled this 16TH day of September, 2025, does hereby recognize and commend James C. “Jimmy” Wilson, Jr. for his extraordinary service, leadership, and generosity, and extends to him warmest wishes on the occasion of his 90th birthday.

FOR ANDERSON COUNTY:

_____ Tommy Dunn, Chairman District Five	_____ Chris N. Sullivan 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
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State of South Carolina)
County of Anderson)

ANDERSON County Council
County Council MEETING
SEPTEMBER 2, 2025

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CHRIS SULLIVAN
GLENN DAVIS
BRETT SANDERS
JIMMY DAVIS
M. CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON

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

7 At this time I'd like for us all to rise as
8 Councilman Sanders leads us in the invocation and
9 pledge of allegiance.

10 BRETT SANDERS: Thank you,
11 Mr. Chairman.

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

13 TOMMY DUNN: Councilman
14 Elgin won't be here tonight. He's out of town on
15 county business, a little housekeeping.

16 At this time are there any corrections to be made
17 to the July 15th Anderson County Council meeting?

18 CINDY WILSON: May I?

19 TOMMY DUNN: Yes, ma'am.

20 CINDY WILSON: On page 18 on
21 lines 30 and 37, it may have been elsewhere, the road
22 that was in question was called Maxie. I think it's
23 spelled M-A-X-E-Y-S. And that's all I had from this
24 meeting.

25 TOMMY DUNN: You make a
26 motion to accept with those changes or corrections?

27 CINDY WILSON: May I make
28 the motion that we amend and accept as amended.

29 CHRIS SULLIVAN: Second.

30 TOMMY DUNN: Motion by Ms.
31 Wilson; second by Councilman Sullivan. All in favor
32 of the motion show of hands. All opposed like sign.
33 Show the motion carries unanimously.

34 Are there any corrections to be made to the August
35 19th County Council meeting?

36 CINDY WILSON: I move that
37 we accept as presented.

38 TOMMY DUNN: Ms. Wilson
39 makes a motion to accept as presented. Do we have a
40 second?

41 CHRIS SULLIVAN: Second.

42 TOMMY DUNN: Second by
43 Councilman Sullivan. All in favor of the motion show
44 of hands. All opposed like sign. Show the motion
45 carries unanimously.

46 Moving on to item number 4(a), Resolution
47 2025-034, a Resolution to recognize and honor the
48 members of the South Carolina State National Guard and
49 declare September as National Preparedness Month in
50 Anderson County.

1 Who has that?
2 CINDY WILSON: All Council.
3 TOMMY DUNN: Anybody got
4 the thing up here?
5 CINDY WILSON: Do you want
6 me to read it?
7 TOMMY DUNN: If you would,
8 Ms. Wilson. I appreciate it.
9 CINDY WILSON: Let me find
10 it then.
11 This is Resolution 2025-034, a Resolution to
12 recognize and honor the members of the South Carolina
13 State Guard and declare September as National
14 Preparedness Month in Anderson County.
15 WHEREAS, September is observed as National
16 Preparedness Month to raise awareness about
17 emergency preparedness; and
18 WHEREAS, counties and municipalities throughout
19 South Carolina have experienced various disasters,
20 including hurricanes, flooding, and the COVID-19
21 pandemic; and
22 WHEREAS, the residents of Anderson County are
23 grateful for the protection and service provided by
24 the South Carolina State Guard for over three hundred
25 fifty years; and
26 WHEREAS, the State Guard, authorized by the South
27 Carolina Code of Laws, supports essential state and
28 local functions, providing disaster-relief assistance;
29 and
30 WHEREAS, the history of the State Guard dates back
31 to the Charleston Militia in 1670, and it has played
32 significant roles in historical conflicts, including
33 the Revolutionary War; and
34 WHEREAS, the State Guard operates as an army
35 brigade, with training at the McCrady Training
36 Center in Eastover for services such as search and
37 rescue, medical support, and community recovery; and
38 WHEREAS, when serious natural or man-made
39 disasters strike South Carolina, the State Guard
40 provides "boots on the ground" with the mission to
41 swiftly respond, safeguarding people and property, and
42 to aid community recovery, in coordination with the
43 National Guard, law enforcement, and other state,
44 county, and municipal agencies.
45 NOW, THEREFORE, Anderson County Council proclaims
46 SEPTEMBER 2025 as NATIONAL PREPAREDNESS MONTH in
47 Anderson County. The Council honors the members of
48 the South Carolina State Guard for their commitment
49 and service during disasters.
50 Proclaimed on this the 2nd day of September 2025.

1 And may we put that in the form of a motion?
2 TOMMY DUNN: Have a
3 motion. Have a second?
4 JIMMY DAVIS: Second.
5 TOMMY DUNN: Second by
6 Councilman Jimmy Davis. Any discussion?
7 Seeing and hearing none, all in favor of the
8 motion show of hands. All opposed like sign. Show
9 the motion carries unanimously.
10 Moving on to item number 5, citizens' comments.
11 When Mr. Harmon calls your name, please, when you come
12 up to the mic, state your name and your road or
13 district, we need to know, for the record. You have
14 three minutes. And the first go-around is on agenda
15 items only. Mr. Harmon.
16 LEON HARMON: Mr. Chairman,
17 first speaker is Brandy Guzman.
18 BRANDY GUZMAN: Hi, good
19 evening, Council members. Am I allowed to move this?
20 TOMMY DUNN: Yes, ma'am.
21 BRANDY GUZMAN: Okay. My
22 name is Brandy Guzman. I live in Council District
23 Six, and I am a resident of Powdersville.
24 I want to express my support for the proposed
25 moratorium. I believe this pause is necessary to make
26 sure our community grows in a way that is response --
27 responsible, sustainable and beneficial to the people
28 who already live here. Our community is facing
29 pressures from traffic congestion, overcrowding of
30 schools and questions about whether our infrastructure
31 can keep up with the rapid growth. We are being
32 overwhelmed with new developments.
33 A temporary pause will hopefully give the county
34 time to carefully study these impacts, update zoning
35 rules where needed and make sure that the future
36 development truly enhances our community, rather than
37 overwhelming it.
38 This is not about stopping growth forever. It is
39 about taking a step back, gathering the data -- data,
40 and making thoughtful decisions that reflect the
41 values and the needs of our residents. By doing this,
42 the council shows that our community's long term well
43 being is a priority. I respectfully urge you to
44 approve this moratorium and use the time wisely to put
45 stronger protections and plans in place for our
46 future.
47 Thank you for your leadership and for listening to
48 the concerns of the residents like me. Thank you.
49 TOMMY DUNN: Mr. Harmon.
50 LEON HARMON: Next speaker

1 is Lisa Phillips.

2 LISA PHILLIPS: Good evening,
3 Council. My name is Lisa Phillips, and I live on
4 Hornbuckle Drive in Powdersville.

5 I would like to begin by asking a question of any
6 one of the Council, how many houses have been approved
7 by the Planning Commission, but not yet built? I
8 believe the approximate number is 2000 in Piedmont and
9 approximately 1800 in Powdersville area. Do we not
10 need time for this to happen and to assimilate these
11 families before we approve more.

12 Tonight, we have an opportunity to not stop
13 progress, but to guide it. If we move forward without
14 planning, we risk more growth that will overwhelm our
15 resources and erode the character of Anderson County.
16 However, if we move forward with the moratorium and
17 pause, even if briefly, we have a chance to look ahead
18 with intention, to align development with long term
19 goals, to assure infrastructure keeps pace and to
20 maintain a balance between open spaces, neighborhoods
21 and industry.

22 Progress isn't just about speed, it's about
23 direction. So let's make sure that Anderson County is
24 headed in the direction that we can be proud of. I
25 urge you to support the moratorium, not as a step
26 back, but as a step toward a stronger Anderson County.
27 Thank you.

28 TOMMY DUNN: Mr. Harmon.
29 LEON HARMON: Mr. Chairman,
30 next speaker is Stephen Ludi.

31 STEPHEN LUPI: Lupi.
32 LEON HARMON: Lupi?
33 STEPHEN LUPI: Good evening,
34 Council members. Stephen Lupi, Midway Road, District
35 Seven.

36 I echo the previous two speakers and the 90-day
37 moratorium. I live on Midway Road near Prairie View
38 (verbatim), and I passed Kayfield at Midway, Mungo
39 Homes, Ridgecrest, Midway Ridge at Midway, Creeks at
40 Midway. These are all developments that are just
41 getting built. They're not even houses on them yet,
42 some of them. And you just approved the Anderson
43 Reservoir 1000 home development, 1000 homes.

44 So I strongly urge you to do this 90-day
45 moratorium on proper growth in Anderson County. We
46 don't want the villages of Anderson County, just like
47 Florida. People are leaving Florida to come to South
48 Carolina to get rid of the I-4 traffic and development
49 that's been spurring for the last 10 years.

50 I urge you to approve the 90-day moratorium.

1 Thank you.

2 TOMMY DUNN: Mr. Harmon.
3 LEON HARMON: Next speaker

4 is Chris Lewis.

5 CHRIS LEWIS: Hello. Good
6 evening. My name is Chris Lewis, and I live in
7 District Seven. I really -- I relocated to Anderson
8 County in 1998, and my family has benefitted from what
9 Anderson and the Anderson area provides.

10 In the past 27 years, I have seen Anderson grow in
11 both good and not so good ways. Anderson County is at
12 a crossroads, and some would say in the cross hairs.
13 Growth is here and more is coming. There's no
14 question about that. The real question, however, is
15 whether we'll manage it wisely and man -- or let it
16 manage us.

17 That's why I'm here to support the temporary
18 moratorium. Without this pause, we risk straining the
19 system that our daily lives -- sorry -- that keep our
20 daily lives running; good roads, utilities, emergency
21 services and more. A short moratorium gives us that
22 breathing room to measure our capacity and make sure
23 we're prepared. You don't fix a roof in the middle of
24 a storm. You prepare for that. This is that
25 preparation time.

26 The choice is simple, planned growth that
27 strengthens our community or unchecked expansion that
28 stretches it thin. A moratorium doesn't stop
29 progress. It safeguards it. It ensures that we
30 protect what's working while improving what needs
31 attention. By voting yes, we collectively are working
32 to protect Anderson County's stability today and its
33 resilience tomorrow. Thank you.

34 TOMMY DUNN: Mr. Harmon.
35 LEON HARMON: Mr. Chairman,
36 next speaker is Jack Fahy.

37 JACK FAHY: Jack Fahy,
38 1235 Dunlap Road, District One.

39 Thank you so much for approving the 90-day county
40 moratorium. Please use it to take the time to update
41 Anderson County Comprehensive Plan for '26 and beyond,
42 and also update the county ordinances. And if these
43 90 days aren't enough, take another 90 days or
44 whatever, whatever we need.

45 And to answer the question previously about how
46 many homes are planned and the shovels not in the
47 ground yet, and how many have been approved, the
48 figure we heard and was documented at one of these
49 meetings in the notes is 12,500 in Anderson County.
50 Thank you.

1 TOMMY DUNN: Mr. Harmon.
2 LEON HARMON: Next speaker
3 is Scott Ibbitson.
4 SCOTT IBBITSON: Good evening,
5 Council. Scott Ibbitson, 4609 Pine Lane. I'm under
6 leadership of Tommy Dunn in District Five.
7 I would like you to approve the item number 7 on
8 your agenda tonight, because we're -- the developer
9 and the residents of Pine Lane and Hurricane Road are
10 hoping to work together to be able to create, you
11 know, a nice development in that area.
12 And that's all I have. Thank you.
13 TOMMY DUNN: Thank you.
14 LEON HARMON: Next speaker
15 is Robert McCurry.
16 ROBERT MCCURRY: Honorable
17 Chairman, members of the Council, Robert McCurry,
18 District Five.
19 I want to thank you for bringing up this
20 moratorium again. It was turned down back in
21 February, as we all know, and I'm just thankful for
22 some reason it was brought back to our attention. And
23 when it was turned down, we had two that was
24 supporting them before. So I'm just praying that we
25 have full support for this.
26 District Five is full capacity with schools. Four
27 is. One is. We're all capacitated out with schools.
28 And this moratorium will allow the county to be able
29 to get growth under control. That's the whole idea
30 with growth. We all want growth, but we want it, we
31 want it to be within control.
32 Our EMS, fire and police, they're doing a great,
33 fantastic job. I commend them. But they are
34 stretched to the limit at times. Our nursing homes,
35 it was said before that, when it was shut down last
36 time, that the high percentage of people moving here
37 don't even have kids. Well, that means that they're
38 going to be at nursing homes. Our nursing homes are
39 at capacity as well. Our nurses are over --
40 overworked and understaffed.
41 If we just keep our eyes on the goal and grow
42 responsibly, let's get this moratorium and get growth
43 going in Anderson County. And I want to thank you,
44 sir, for bringing it up.
45 TOMMY DUNN: Mr. Harmon.
46 LEON HARMON: Next speaker
47 is Tim Sonefelt.
48 TIM SONEFELT: Thank you,
49 Mr. Chairman.
50 I wanted to speak just a minute about economic

1 development and accountability in Anderson County,
2 especially when it comes to job creation and fee in
3 lieu agreements.

4 As of July 2025 unemployment here was 4.4 percent.
5 That's roughly 4500 people actively looking for work.
6 At the same time, indeed.com shows about 13,000 full
7 time job openings. That's nearly three jobs per
8 unemployed person. If jobs already exist, why are we
9 handing out tax breaks to new companies while local
10 businesses struggle to fill positions? And of these
11 jobs new companies promise how many actually go to
12 Anderson County residents? We don't know, because
13 that data is not disclosed.

14 FILO agreements are supposed to incentivize
15 companies to invest and create jobs. They are legally
16 required to include compliance clauses and clawbacks
17 to protect taxpayers if commitments aren't met. In
18 reality, these agreements are shrouded in secrecy.
19 The public can't see what benefits companies receive,
20 what they promise, or whether they're keeping their
21 promises. When companies fail or when we can't even
22 monitor them, the financial burden shifts to
23 taxpayers. Instead of businesses paying their own
24 way, the public ends up footing the bill for tax
25 breaks that may not deliver the promised jobs or
26 investments.

27 Accountability is further weakened by broadened
28 enforcement issues. The county routinely ignores
29 ordinances like bufferyard, landscaping and lighting
30 requirements. And the economic development director
31 who negotiates these deals admits he doesn't even
32 drive by these companies to see how they impact the
33 community. If basic rules aren't enforced and
34 agreements aren't monitored, can we really trust these
35 incentives are benefitting our community, or are they
36 just giving tax breaks with little oversight?

37 We need transparency and accountability. FILO
38 agreements should serve the public, not just the
39 companies receiving them. In short, Anderson County
40 has a high ratio of jobs to job seekers, but
41 incentives meant to drive real economic growth remain
42 secretive, poorly enforced and undermine public trust.
43 It's time to prioritize accountability, because people
44 funding these deals, the taxpayers, deserve nothing
45 less. Thank you.

46 TOMMY DUNN: Mr. Harmon.

47 LEON HARMON: Next speaker

48 is Alan Goldsmith.

49 ALAN GOLDSMITH: My name is

50 Alan Goldsmith, and I live at Boscobel just outside of

1 Pendleton. Thank you for the opportunity to speak.

2 Last March, I spoke in favor of the six month
3 moratorium that was under consideration at the time.
4 A halt to housing construction, however long, is as
5 necessary today as it was in the winter, if not more
6 so as hundreds to 1000s of housing units continue to
7 come through the pipeline, adding to the mutating
8 sprawl that is destroying farmland and open space,
9 wildlife habitat and the quality of life that people
10 move to South Carolina for.

11 When does it all end? When every square inch of
12 available land is covered with vinyl siding and
13 concrete? Why do we allow businesses and developers,
14 many of whom don't even live here, to reap profits at
15 the expense of residents with a long term stake in the
16 health and vitality of their local communities.

17 The famous saying, quote, the definition of
18 insanity is doing the same thing over and over again
19 and expecting different results, comes to mind. We
20 cannot build our way out of congested roads and
21 classrooms, higher taxes, diminishing soul nurturing,
22 open spaces, pollution and flooding. Unbridled growth
23 is nothing more than our most materialistic tendencies
24 run amok.

25 Instituting a modest housing moratorium is an
26 essential first step in taking stock of where we are
27 now and where we aspire to be. Six months ago, I
28 argued that this would allow time for expanding our
29 vision and outside of the box thinking that would
30 become a model for other regions. Today, I'll settle
31 for a simple return to sanity.

32 TOMMY DUNN: Mr. Harmon.
33 LEON HARMON: Mr. Chairman,
34 next speaker is Brian Shanahan.

35 BRIAN SHANAHAN: Thank you,
36 Council members. My name is Brian Shanahan. I live
37 in Cobbs Way in Anderson, and I'm in District One.

38 Friends, neighbors, fellow citizens, look around
39 you. Look at the places we call home. We are
40 standing at a crossroads. Before us lies one path
41 paved with the promise of progress, of new beginnings.
42 But lurking just out of sight is another path, a
43 future of unrestrained, unchecked and unprincipled
44 growth.

45 We are here today because we refuse to travel down
46 that second path. The siren of progress is powerful.
47 Developers promise us gleaming glass towers and high
48 property values. But what do we truly lose when we
49 pave over our natural -- our natural heritage and
50 forget our history? What is the cost of a new

1 subdivision built where a forest once stood, where a
2 child once chased fireflies? The price is the quiet
3 beauty of our landscape, the serenity of our parks and
4 the irreplaceable sense of a place that makes our
5 community feel like home.

6 For generations, our town has been defined by its
7 character, not its size, by our friendly neighbors,
8 not by our number of new high rises, by our vibrant
9 community spirit, not by the height of our Skylines.
10 Uncontrolled growth treats our town like a commodity,
11 a blank canvas upon which to paint a new and
12 unrecognizable image. But this is not a blank canvas.
13 This is our home, and we are not for sale. This is
14 about more than just buildings and balance sheets.
15 This is about families. It's about a young family
16 being priced out of the only neighborhood they've ever
17 known because their property taxes have skyrocketed.
18 It's about our children losing their school
19 playgrounds to make way for another luxury
20 condominium. It's about our elderly neighbors being
21 forced to leave because they can no longer afford to
22 live where they have built their lives.

23 The cost of unchecked growth is measured in lost
24 memories and shattered dreams, and the cost just isn't
25 human. Our environment is paying a heavy toll.
26 Uncontrolled development fuels traffic gridlock,
27 chokes our air and strains our aging infrastructure to
28 a breaking point. It paves over our green spaces,
29 disrupting ecosystems and contributing to a future we
30 will all regret. We must choose a better path, a path
31 of sustainable, smart and responsible growth.

32 We are not against development. We are for
33 controlled growth, growth that is thoughtful, not
34 reckless, growth that is inclusive, not exclusive,
35 growth that respects the history of our town while
36 building a sensible future. We can build homes and we
37 can build also community. We can attract new people
38 while protecting the people who are already here.

39 This is a moral issue. We have a responsibility
40 to our children and grandchildren. We must be the
41 stewards of our community, not the auctioneers who
42 sell off our soul to the highest bidder. Let us
43 choose to preserve the heart of our community. Let us
44 choose to protect our environment. Let us choose
45 controlled, sustainable growth for a future we can all
46 be proud of.

47 LEON HARMON: Time, Mr.
48 Chairman.

49 TOMMY DUNN: Thank you.

50 BRIAN SHANAHAN: Thank you.

1 TOMMY DUNN: Mr. Harmon.
2 LEON HARMON: Next speaker
3 is Leigh Watson.

4 LEIGH WATSON: Good evening.
5 Lee Watson, I live at 249 Ashley Road here in
6 Anderson.

7 Most everyone has said a lot of what I wanted to
8 say. The one thing I will add, though, is I was here
9 the night that you guys had CodeRight come. It was a
10 great presentation. And I remember someone asking
11 him, what did you think when you rode around and you
12 looked at the growth and the developments that are
13 going in in Anderson County? And he paused for quite
14 a few seconds before he said, it's not good. And he
15 said, it's not a good look for Anderson. These
16 developments that are going in, it's not a good first
17 impression, these developments that are just packed in
18 there.

19 So I was very glad when you decided to bring
20 CodeRight on. I thought that was great. Love to get
21 an update from them at some point. But I think this
22 moratorium is the logical next step. Take a step
23 back. Take a breather. It's like we've said, there
24 are so many developments that have already been
25 approved that you don't even see the footprint of yet.
26 Ground hasn't even been broken.

27 So let's go right along with the CodeRight. Let's
28 take a break. Let's get some structure in place so
29 that when we do start building again it is positive
30 growth, not what we've had. Thank you.

31 LEON HARMON: Next speaker
32 is Carol Johnson.

33 CAROL JOHNSON: Hi. My name
34 is Carol Johnson. I live in District Six,
35 Powdersville, and I was here back in February as well
36 for one of the moratorium meetings. And I was very
37 glad that y'all did bring this up again for another
38 review, another -- bring the moratorium back up for
39 another discussion. So thank you for that, first of
40 all.

41 Secondly, I don't know if all of us have to keep
42 showing up for the second and the third reading, or if
43 all of our comments will be in your memory banks that
44 we definitely are in favor of a moratorium, a pause,
45 just to kind of look at the, like they've said, the
46 number of houses that are not even out of the ground
47 yet, and just understand how many more houses are
48 really being built In Anderson.

49 So the other thing is, new subdivision
50 developments, they also have very rushed land

1 disturbance and grading without the necessary grading
2 transitions. And that results in all the stormwater
3 runoff into neighboring lots and roads. And our hope
4 is that having a moratorium will give us a chance to
5 look at that Comprehensive Planning and Zoning
6 workshops that are going on all around the county.

7 So our hope is that those workshops are going to
8 be beneficial and maybe address some of the, some of
9 the water runoff and some of the mass developments.

10 So anyways, but thank you for the moratorium and
11 keep it going.

12 TOMMY DUNN: Mr. Harmon.

13 LEON HARMON: Next speaker
14 is Skip Still.

15 SKIP STILL: Hello, my
16 name is Skip Still. I'm in District Four. And I'll
17 tell you a little bit about myself, and then I'll tell
18 you my concerns.

19 I'm a former retired wildlife biologist with 35
20 years experience. I worked in Fants Grove, primarily
21 in Anderson County, and had a major part in saving it
22 from the university -- for the university not
23 developing it, because there have been proposals to
24 put houses and everything else around the lakeshore.
25 And we've worked well together, and we've stopped
26 that.

27 I've also worked with Duke Energy, and we -- Bad
28 Creek and Jocassee, and helped plan the outside of
29 those facilities.

30 I guess what I -- the reason I would like to see
31 this moratorium that something -- I'm pretty in tight
32 with the environmental community. And I -- these
33 groups ask, they ask environmental people to get
34 involved. And I've not heard a soul that has, that
35 has asked the developers or anybody else to get an
36 environmental group or environmental people together
37 to work on this, a committee or any, any kind of
38 thing. It seems like we're just hearing from one
39 side.

40 I know that I asked one of the Council members to
41 put an environmental person on the Planning
42 Commission, and of course, they didn't. They put a
43 realtor on the Planning Commission. That's the kind
44 of thing that, that we see more and more of.

45 I would like for y'all to use this moratorium to
46 get some people to come in and to get some
47 professionals. You've got Clemson, you've got AU,
48 you've got TC, you've got all of these groups that
49 have tons of these people that would like to get
50 involved and help y'all, to help these neighborhoods

1 to blend in.
2 I never thought I would have to worry about Fants
3 Grove tumbling from the outside, but I've walked
4 around some of the property in Fants Grove, and I'm
5 seeing some of the siltation and stuff that's caused
6 by these subdivisions that are right next to it.
7 That's a problem. That's a big problem to people that
8 hike and that care for environmental issues. We've
9 seen streams. We've seen the George Aull Forest,
10 which is supposed to be a wilderness area. You can
11 walk there and you can see mud going onto that
12 property. There's a lot that needs to be looked at
13 before we go ahead.
14 A wise Native American once says, We do not
15 inherit this land from our ancestors. We borrow it
16 from my children. And I don't think a three or four
17 months moratorium, or double it or triple it, is too
18 much to ask.
19 LEON HARMON: Time, Mr.
20 Chairman.
21 TOMMY DUNN: Thank you,
22 sir. That's time.
23 SKIP STILL: Once it's
24 gone, it's gone forever.
25 TOMMY DUNN: Sir, that's
26 time.
27 Mr. Harmon.
28 LEON HARMON: Next speaker
29 is Kasey Grado.
30 TOMMY DUNN: Ms. Grado,
31 Kasey.
32 FEMALE: She couldn't
33 be here.
34 TOMMY DUNN: She's not
35 here? Okay.
36 LEON HARMON: No one else
37 has signed up, Mr. Chairman.
38 TOMMY DUNN: Thank you.
39 Moving on to item number 6(a), 2025-026, an
40 ordinance to lease real property from the Anderson
41 County Arts Council, and other matters related
42 thereto.
43 This is third reading. Do we have motion put this
44 on the floor.
45 JIMMY DAVIS: So moved.
46 CINDY WILSON: Second.
47 TOMMY DUNN: Motion Mr.
48 Jimmy Davis; second Ms. Wilson. Open the floor up for
49 discussion.
50 CINDY WILSON: May I?

1 TOMMY DUNN: Yes, ma'am.
2 CINDY WILSON: I appreciate
3 Mr. Jordan Thayer's hard work on this and getting it
4 into a better form for the county and also for the
5 Arts Council. Thank you.
6 TOMMY DUNN: Thank you.
7 Moving on next to item number 7(a), Ordinance
8 second reading.
9 LEON HARMON: Mr. Chairman,
10 you need to vote on this.
11 TOMMY DUNN: Oh, I'm
12 sorry. Ordinance third reading on the lease of real
13 property from Anderson County Arts Center. Do we have
14 a motion to move this forward?
15 BRETT SANDERS: So moved.
16 TOMMY DUNN: We've done
17 had a motion; haven't we? All in favor of the motion
18 show of hands. All opposed like sign. Show the
19 motion carries unanimously.
20 Moving on to item number 7(a), Ordinance second
21 reading, 2025-028, an Ordinance to amend Ordinance
22 #99-004, the Anderson County Zoning Ordinance, as
23 adopted July 20, 1999, by amending the Anderson County
24 Official Zoning Map to rezone +/- 35.1 acres from C-2
25 (Highway Commercial District) to R-15 (Single-Family
26 Residential District) on a parcel of land identified
27 in the Denver-Sandy Springs Precinct as shown in Deed
28 Book 6895 at page 37. The parcel is further identified
29 as TMS #93-00-07-004 and 93-00-07-005.
30 Mr. Sanders, do you want or recuse yourself?
31 Do we have a motion to move this forward?
32 GLENN DAVIS: So moved.
33 TOMMY DUNN: Motion Mr.
34 Glenn Davis. Do we have a second?
35 CHRIS SULLIVAN: Second.
36 TOMMY DUNN: Second by
37 Councilman Sullivan. Open the floor up for
38 discussion. Any discussion?
39 I just want to say I met with a lot of the
40 neighbors out there and property owners. As a
41 gentleman spoke earlier, they're happy with this and
42 worked out, so I'm glad it's working out for them.
43 Hearing none, all in favor of the motion show of
44 hands. All opposed like sign. Show the motion
45 carries unanimously.
46 Show Mr. Sanders recused himself. Mr. Davis, ask
47 him to come back in.
48 We're going to take about a five-minute break.
49 **BREAK**
50 TOMMY DUNN: We're going

1 to move on to item number 7(b), 2025-032, an Ordinance
2 authorizing pursuant to Title 12, Chapter 44 of the
3 Code of Laws of South Carolina 1976, as amended, the
4 execution and delivery of a second amended & restated
5 fee-in-lieu of ad valorem taxes and economic
6 development agreement, by and between Anderson County,
7 South Carolina and TTI Consumer Power Tools, Inc.
8 (formerly One World Technologies, Inc.), as sponsor,
9 including one or more existing or to-be-formed or
10 acquired subsidiaries, or affiliated or related
11 entities and certain sponsor affiliates; and other
12 related matters. Project Machine.

13 Mr. Nelson.

14 BURRISS NELSON: Thank you,
15 Mr. Chairman, members of Council, TTI is requesting to
16 extend their investment period by five years, to a
17 total of 15, giving them an additional opportunity to
18 continue to invest. As you remember, in their three
19 expansions, they have brought -- had promised 120
20 million in capital investment and an additional 100
21 jobs above the initial 600 when they were over on 28
22 Bypass. They're at, now, 650 million, due to the fee
23 agreements, as well as 1000 jobs, in addition to
24 what they had over on 28 Bypass before they moved up
25 to the new location.

26 They also were removing some properties that --
27 out of the fee agreement that are no longer
28 applicable. They've either sold those or spun those
29 little companies off and they're not part of the
30 agreement as a sponsor affiliate any longer.

31 Those are the requests from TTI.

32 TOMMY DUNN: Thank you.

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

34 BRETT SANDERS: So moved.

35 TOMMY DUNN: Motion Mr.

36 Sanders; and second Ms. Wilson. Any discussion,
37 questions, comments for Mr. Nelson?

38 Go ahead, Mr. Sanders.

39 BRETT SANDERS: Mr. Nelson, I
40 know we had someone speak earlier, but could you
41 explain to everyone who monitors these fee deals and
42 how they're held accountable?

43 BURRISS NELSON: Well, yes,
44 sir. Every year the South Carolina Department of
45 Revenue audits every fee deal that we have, and they
46 print it all out. They come to our -- we invite them
47 up to our offices on 28 Bypass. We go through every
48 fee agreement. We look at every project where it
49 stands in their investment, in their jobs creation.
50 To date, we are over a billion dollars ahead of what

1 was promised in total promises from all those
2 projects. And job creation is somewhere 1500, 2000
3 jobs over that number as well.

4 So it's audited by the Department of Revenue,
5 every fee agreement, every year, and we go over every
6 one of those.

7 BRETT SANDERS: Thank you,
8 sir.

9 TOMMY DUNN: Thank you.
10 Anyone else? All in favor of the motion show of
11 hands. All opposed like sign. Show the motion
12 carries unanimously.

13 Moving on to item number 8(a), Ordinance first
14 reading, 2025-036, an Ordinance establishing a
15 temporary moratorium on applications and
16 administrative processing for approval of certain
17 residential living unit projects in excess of four (4)
18 residential lots within the unincorporated area of
19 Anderson County; invoking application of the pending
20 ordinance doctrine; and other matters related thereto.

21 I put this in the form of a motion.

22 CINDY WILSON: Second.

23 TOMMY DUNN: Second by Ms.
24 Wilson. I now open the floor up for discussion. I
25 just want to ---

26 JIMMY DAVIS: Mr. Chair, if
27 I may?

28 TOMMY DUNN: Let me -- I
29 want to get just a couple of things.

30 JIMMY DAVIS: Okay.

31 TOMMY DUNN: Then I'll go
32 right to you, Mr. Davis, if I could.

33 Let me get a couple of things out there. Always
34 want people's input, want to make sure everybody
35 understands just the facts. One gentleman spoke a
36 while ago; he named about four or five subdivisions.
37 Every one of them subdivisions, if I ain't mistaken,
38 is in the city of Anderson. A moratorium on Anderson
39 County ain't going to stop none of them. And it's
40 probably more -- they can get more of the annexation
41 done, but that's something we've got to deal with.

42 Number two, Anderson County Council did not
43 approve Anderson Station or Anderson Place out there.
44 The Planning Commission did, but that not being a
45 zoned area, don't come before Council. That's through
46 state law. So let me get that straight.

47 As far as School District Five being overcrowded,
48 I urge you to get -- I think it's on a DVR, the school
49 superintendent, her State of the Union speech or her
50 State of the School speech at New Springs Church

1 welcoming all the teachers and all back and the staff
2 and everything back and talked how School District
3 Five is on a decline enrollment. Keep that in mind.

4 But I do -- and one more thing that's real
5 important, keeps talking about the February
6 moratorium, this is like an apple to orange
7 comparison. This shuts everything down across
8 Anderson County. The last time, it didn't. I've
9 still got questions -- we're still waiting on the
10 Attorney General on both of those things about being
11 legal. This here is legal and binding.

12 And Mr. Davis, Jimmy Davis.

13 JIMMY DAVIS: Thank you,
14 Mr. Chair. At this time I would like to make an
15 amendment to Ordinance 2025-038. I move to mend
16 paragraph one of the Ordinance 2025-037, by adding the
17 following sentence to the end of the paragraph. This
18 moratorium does not apply to the division of land into
19 parcels of five acres or more where no new street is
20 involved, as provided for in South Carolina Code
21 Section 6-29-1110, Section 4, Subsection B.

22 TOMMY DUNN: We have a
23 motion on the floor. I second it. Open the floor up
24 for discussion.

25 JIMMY DAVIS: Mr. Chair, if
26 I may?

27 CINDY WILSON: Can you get
28 him to repeat that again, please?

29 TOMMY DUNN: In a
30 nutshell, what this is saying is you can develop --
31 correct me if I'm wrong, but in layman's terms, you
32 can develop -- if somebody's got 20 acres of land they
33 want to divide up to their family in five acre tracts,
34 and this is South Carolina law, too, they can do that
35 and you can't -- as long as they ain't cutting no new
36 roads. Do it on existing roads.

37 But, Mr. Davis, you go ahead.

38 JIMMY DAVIS: Thank you,
39 Mr. Chair. This, you know, this came to our attention
40 after the agenda, after the agenda was published.
41 And it came to our attention that there is a section
42 in South Carolina law that says -- that has this
43 specific wording. So that's why we're including it as
44 an amendment. We have to take care of this because it
45 is state law, and so we don't, we don't want any
46 challenges because of this.

47 TOMMY DUNN: Well, we
48 can't.

49 CINDY WILSON: Well, if you
50 don't mind, just repeat it, because I couldn't quite

1 understand all of it. Thank you.

2 JIMMY DAVIS: And this,
3 this is out of this -- this is out of the state law.
4 The moratorium -- this moratorium does not apply to
5 the division of land into parcels of five acres or
6 more where no new street is involved, as provided for
7 in Section Code 6-29-1110, Section 4, Subsection B.

8 And I will say that we need -- this is something
9 that we needed to take care of, because we don't need
10 any challenges on this. And what -- you know, as Mr.
11 Dunn said, the Attorney General never got back with us
12 on this other thing. So this is where we are today.

13 I will say that CodeRight is working hard, and
14 they -- they've got a daunting task ahead of them, and
15 -- but we have full confidence in them and our
16 Planning staff. I would invite everyone to the, to
17 the planning and zoning meetings that are being held.
18 There's one Thursday night at Mt. Airy church up near
19 Powdersville at 6pm. And there's another one coming
20 soon at Tri County Tech. I don't know that -- and
21 this will also -- but this moratorium, I guess we need
22 to vote on the amendment, then we'll go into further
23 discussion, Mr. Chair, so I yield.

24 TOMMY DUNN: Any more
25 discussion on the amendment? All in favor of the
26 amendment show of hands. All opposed like sign. Show
27 the motion carries unanimously.

28 Now, Mr. Davis.

29 JIMMY DAVIS: Thank you,
30 Mr. Chair. You know, I would say that this moratorium
31 will give us time as we work with CodeRight to work on
32 our, on our planning and development codes and
33 standards. We all know that there's a problem. We
34 all know that there's, there's several issues,
35 including stormwater and traffic and other things.
36 And we've got to work through those.

37 Also, we have this state requirement that we have
38 to have a new land use map and comprehensive plan in
39 place by the end of '26 and that's something that
40 we're diligently working on. And it's very important
41 that we have as much community input on these
42 meetings, because that's what we put in the plan. We
43 haven't done one in 10 years, basically. So it's very
44 important.

45 And there -- you can get with either one of us.
46 There's this online survey that's important. We're
47 gathering that data. And so we want to make sure we
48 get as much data as we can during this time of pause.

49 Thank you, Mr. Chair.

50 TOMMY DUNN: Thank you.

1 approved?
2 LEON HARMON: Those
3 approved by the Planning Commission would go forward.
4 CHRIS SULLIVAN: Okay, so
5 through every bit of the permitting process they --
6 they're grandfathered in. This takes effect for new
7 ---
8 LEON HARMON: It's for new,
9 new proposed projects. Yes, sir.
10 CHRIS SULLIVAN: Okay,
11 starting -- okay.
12 And then just wanted to clarify, right before that
13 Section 1, it says, whereas the Anderson County
14 Council finds that is in the public interest to invoke
15 the pending ordinance doctrine upon first reading of
16 this ordinance. So that would mean, if this is
17 approved now that tomorrow morning, this is in effect,
18 and anybody that hasn't come in and filed a permit
19 before today is stopped, or ---
20 TOMMY DUNN: That's right.
21 LEON HARMON: Yes, it would
22 be stopped. And there's a paragraph, paragraph 3, in
23 the ordinance that actually addresses the pending
24 ordinance doctrine.
25 CHRIS SULLIVAN: Okay. Okay,
26 that's all the questions I had. Thank you.
27 TOMMY DUNN: Thank you.
28 Anyone else?
29 CINDY WILSON: May I?
30 TOMMY DUNN: Ms. Wilson.
31 CINDY WILSON: Did we have
32 any development applications to come in today that --
33 would those be affected by the moratorium, or do they
34 go on through the process?
35 TOMMY DUNN: If they come
36 in today, they go through the process.
37 CINDY WILSON: How many have
38 come through?
39 TOMMY DUNN: I ain't got a
40 club; not today. Couldn't have been that many. It's
41 neither here nor there. We can't do nothing about
42 that.
43 JIMMY DAVIS: Mr. Chair?
44 TOMMY DUNN: She's got the
45 floor.
46 JIMMY DAVIS: Oh, I'm
47 sorry.
48 CINDY WILSON: Oh, I'm fine.
49 I was just asking a question.
50 TOMMY DUNN: Jimmy -- I

1 mean, Mr. Davis.

2 JIMMY DAVIS: Am I correct
3 in saying, if they have, if they have an appeal in
4 process, that that appeal and the Planning Commission
5 actions with that appeal continue to move forward
6 through this?

7 LEON HARMON: Yes, sir,
8 they would.

9 JIMMY DAVIS: So if --
10 there's one in my district that they're working. So
11 that one will work through? It can't be stopped?

12 LEON HARMON: No. That one
13 would go on to the Planning Commission. If the
14 Planning Commission were to disapprove it, then the
15 court would make a decision on that particular
16 project.

17 JIMMY DAVIS: Okay.

18 TOMMY DUNN: Anything
19 else? All in favor of the motion show of hands. All
20 opposed like sign. Show the motion carries
21 unanimously.

22 And by the -- while we're on this subject, we've
23 got a lot of work to do. I'll be appointing some -- I
24 won't say committees -- probably two Council members
25 asking them to do some tasks and some research and
26 stuff and getting back on some things very shortly, as
27 that's the Chairman's prerogative. Thank y'all.

28 Moving on, item number 8(b), 2025-037, an
29 Ordinance authorizing the execution and delivery of a
30 fee in lieu of tax and special source credit
31 agreement by and between Anderson County, South
32 Carolina and [Project Ina] with respect to certain
33 economic development property in the county, whereby
34 such property will be subject to certain payments in
35 lieu of taxes, including the provision of certain
36 special source credits; and other matters related
37 thereto. Mr. Nelson.

38 BURRISS NELSON: Thank you,
39 Mr. Chairman, members of Council. This is a capital
40 investment of 18 million plus with a company who --
41 development company who has developed with us in the
42 past, reputable, done a great job. They're planning
43 to build a Class A tilt-up concrete facility with 32
44 foot ceiling heights, a 300,000 square foot building.
45 And they'll have to extend sewer lines as well as
46 improve a particular road in the location where they
47 are, all at their expense, with no income while
48 they're building the building. There is no discount
49 -- there's no cash given to this in any of the fee
50 agreements. These are all discounted property taxes

1 to help offset the costs of development. So there's
2 no cash given.

3 For example, sometimes in projects where the state
4 is involved, they'll have an up-front cash amount. If
5 the project fails or doesn't deliver like it should,
6 there is a clawback where cash is given back that was
7 extended before the project began.

8 So we do have a reduced system in the fee
9 agreement. For example, in this one, on page 166 of
10 the packet, Section 4-2, talks about SSRCs, and it
11 says in there plainly that if they fail to make the
12 investment properly, the whole SSRC drops immediately
13 to 20 percent, and if it doesn't proceed past the five
14 years, the FILOT completely ends.

15 So there is currently paid on this particular
16 tract of land \$24,000 a year. First Year, property
17 tax is somewhere in the neighborhood of 55,000 maybe
18 in 2027 or 2028, depending on the construction
19 process. Thirty years new projected taxes, \$6 million
20 and first year community impact, 2.9 million. Thirty
21 year community impact, 20.5 million.

22 Thank you, Mr. Chairman.

23 TOMMY DUNN: Thank you.

24 Do we have a motion to move this forward?

25 JIMMY DAVIS: So moved.

26 TOMMY DUNN: Motion by

27 Councilman Jimmy Davis. Do we have a second?

28 BRETT SANDERS: Second.

29 TOMMY DUNN: Second by

30 Councilman Sanders. Open the floor up for discussion.

31 CINDY WILSON: May I?

32 TOMMY DUNN: Ms. Wilson.

33 CINDY WILSON: This doesn't

34 necessarily -- it's not necessarily directed to this
35 specific one, but I think it is time that we review
36 our fee in lieu of tax agreements, and especially
37 special source credits.

38 One clause like this particular one, there are no
39 jobs, no services, no recreation or other public
40 benefits that are discernable here. So it would be
41 good to remove that clause.

42 The clawback under the summary is very confusing.
43 To my way of thinking, a clawback should mean if they
44 don't meet the investment threshold, then you go back
45 retroactively and collect for what they should have
46 paid but didn't. But this one states, if the contract
47 minimum investment requirement is not made during the
48 standard investment period, the special source credit
49 will be reduced to 20 percent prospectively. Does
50 that mean going forward, but not in arrears?

1 BURRISS NELSON: That's
2 correct. They have to have a capital investment
3 amount that's being taxed for that to take place. So
4 they're paying a property tax.

5 CINDY WILSON: Okay. Under
6 assignment, leases and transfers, I've even discussed
7 this with you and with John Wright, Jr, who does a lot
8 of commercial and industrial leasing, but no one can
9 tell me what a Nordic Lease is.

10 BURRISS NELSON: We've
11 discussed that ---

12 CINDY WILSON: Now, if we
13 have it in our agreement, don't you think we ought to
14 know what it is?

15 It goes without saying, I'm all for fee in lieu of
16 taxes. I truly am. It has helped this county put
17 good economic projects in place. I think every
18 business in this county should be given fee in lieu of
19 taxes, which drops it from 10 and a half percent to
20 six percent. But when some of these projects are
21 somewhat contentious, like I've had one in my district
22 and they're getting an 85 percent credit against the
23 six percent, I find that really difficult to digest,
24 especially in one case, it would have been, think it
25 was \$600,000 fee in lieu of tax payment, and then the
26 85 percent dropped it down to 101,000.

27 So I'm going to respectfully request that we start
28 really looking at all of this. I know I've pushed
29 hard. I've been gung-ho for the great projects y'all
30 put in place. I went to Columbia with y'all to stump
31 for this. We had our call out at the Civic Center.
32 But -- and y'all have done a good job for a number of
33 projects being discerning like the battery plant, that
34 would have been a disaster for this county. But I
35 think it would be worthwhile to sit down and review
36 these agreements and make sure our taxpayers and the
37 company get a good deal. Thank you.

38 TOMMY DUNN: Anymore
39 discussion? Do we have a motion to move this forward?
40 All in favor -- I mean we've got to have a motion. Do
41 we have a motion? Okay. All in favor of the motion
42 show of hands. All opposed like sign. Show the
43 motion carries unanimously.

44 Now moving on to item number 8(c), 2025-038, an
45 Ordinance to amend an agreement for the development of
46 a joint county industrial and business park (2010
47 Park) of Anderson and Greenville counties so as to
48 enlarge the park.

49 This is the project we just talked about.

50 Do we have a motion to move this forward?

1 JIMMY DAVIS: So moved.
2 TOMMY DUNN: Motion Mr.
3 Davis. Have a second?
4 GLENN DAVIS: Second.
5 TOMMY DUNN: Second by
6 Councilman Glenn Davis. Open the floor up for
7 discussion.
8 JIMMY DAVIS: Mr. Chair, if
9 I may?
10 TOMMY DUNN: Mr. Davis,
11 Jimmy Davis.
12 JIMMY DAVIS: I am -- and
13 Ms. Wilson, just to put you at ease, I am well aware
14 of this situation and this couldn't be a better
15 opportunity for ---
16 CINDY WILSON: Oh, good.
17 JIMMY DAVIS: --- for
18 what's going on. So I'm in 100 percent support of
19 this.
20 CINDY WILSON: Well, I'm
21 glad ---
22 JIMMY DAVIS: You know, I'm
23 not always one to support these things, but I am in
24 this one.
25 CINDY WILSON: No, I voted
26 for you on that, too. But it's time for us to review
27 the verbiage of these agreements. I've advocated for
28 a template that's across the board, maybe with a
29 custom page that goes with a specific company, with
30 all the particulars. But you have to read through
31 these and they vary from one to another. In some
32 cases, it appears they contradict each other from one
33 clause to another. I think it would be good to get
34 that clarified.
35 So this is no reflection on your deal.
36 TOMMY DUNN: Mr. Nelson,
37 do you have anything?
38 BURRISS NELSON: Mr. Chairman,
39 this is just a multi-county industrial park that
40 allows state incentives to apply to -- based on the
41 FILOT agreement statute, to this particular project.
42 TOMMY DUNN: Thank you.
43 All in favor of the motion show of hands. All
44 opposed like sign. Show the motion carries
45 unanimously.
46 Moving on to item (d), 2025-039, an Ordinance to
47 amend Chapter 12, Article II, Emergency Preparedness,
48 of the Code of Ordinances, Anderson County, South
49 Carolina, to add Section 12-48 titled "Overtime
50 Compensation During a Declared Period of Disaster";

1 and other matters related thereto.
2 Mr. Harmon or Mr. Burns want to take this?
3 RUSTY BURNS: Mr. Chairman,
4 this is a request from the emergency services
5 operation, and it is something that is required for
6 FEMA for reimbursement during declared emergencies.
7 TOMMY DUNN: Thank you.
8 Do we have a motion to move this forward?
9 JIMMY DAVIS: So moved.
10 CINDY WILSON: So moved.
11 TOMMY DUNN: Motion Mr.
12 Jimmy Davis; second Ms. Wilson. Open the floor up for
13 discussion.
14 CINDY WILSON: May I?
15 TOMMY DUNN: Ms. Wilson.
16 CINDY WILSON: During
17 Helene, it was incredible to see the county employees,
18 Mr. Dunn, Mr. Burns, everybody out working, and of
19 course, we were out trying to get fences up. But our
20 county employees went above and beyond the call of
21 duty, and this is very fair that we should do this for
22 them. Thank you.
23 TOMMY DUNN: Thank you.
24 Anyone else? All in favor of the motion show of
25 hands. All opposed like sign. Show the motion
26 carries unanimously.
27 Moving on to item number 9(a), Resolution
28 2025-035, a Resolution authorizing the execution and
29 delivery of an inducement agreement by and between
30 Anderson County, South Carolina and Project Ina,
31 whereby, under certain conditions, Anderson County
32 will execute a fee in lieu of tax and special source
33 credit agreement with respect to an industrial project
34 in the county whereby the project would be subject to
35 payment of certain fees in lieu of taxes, and whereby
36 Project Ina will be provided certain credits against
37 fee payments in reimbursement of investment in related
38 qualified infrastructure; and providing for related
39 matters.
40 This is the project we've been talking about. Do
41 we have a motion to move this forward?
42 JIMMY DAVIS: So moved.
43 CINDY WILSON: Second.
44 TOMMY DUNN: Motion by Mr.
45 Jimmy Davis and second Ms. Wilson. Open the floor up
46 for discussion.
47 Mr. Nelson, you got anything?
48 BURRISS NELSON: No, sir, Mr.
49 Chairman, you described it perfectly. It's just a
50 summary of the fee agreement.

1 TOMMY DUNN: All in favor
2 of the motion show of hands. All opposed like sign.
3 Show the motion carries unanimously.

4 We're going to move on to item number 10. Do we
5 have a motion to go into executive session to take
6 legal matters concerning the case of Iva.

7 CINDY WILSON: So moved.

8 TOMMY DUNN: Ms. Wilson
9 makes a motion. We have a second by Councilman
10 Sullivan. All in favor of the motion show of hands.
11 All opposed like sign. Show the motion carries
12 unanimously.

13 We'll be back in a minute.

14 **EXECUTIVE SESSION**

15 CINDY WILSON: Mr. Chairman?

16 TOMMY DUNN: Yes, ma'am.

17 CINDY WILSON: May I make

18 the motion that we come into session having been in
19 executive session for discussion of legal matters
20 subject to the attorney/client privilege related to
21 the case of Anderson County versus the Town of IVA
22 with no action taken in session.

23 TOMMY DUNN: Yes, ma'am.

24 Second by Councilman Sullivan. All in favor of the
25 motion show of hands. All opposed like sign. Show
26 the motion carries unanimously.

27 Moving on to item number 11, report from Planning
28 and Public Works Committee. Chairman Wilson. Ms.
29 Wilson.

30 CINDY WILSON: Thank you.
31 Just when we think we're starting to get a handle on a
32 few things, other things pop up.

33 We had a Planning and Public Works Committee
34 meeting on August the 25th, 2025 at 12pm. Recent
35 rumors and reports concerning potential plans for two
36 huge solar farm operations in our county, composed of
37 400 acres and a -- an 875 acre project, indicate that
38 we are unprepared for these large scale projects,
39 thus, the need for our updated rules and standards.

40 The county heretofore had approved three or four
41 small solar farms. In our meeting, we discussed
42 concerns for decommissioning and recycling
43 responsibilities, fire suppression, land use
44 standards, buffer setbacks, heights, etc.

45 While we recognize that solar power has many
46 charms, especially for farm families seeking
47 additional revenue to support their land, causes for
48 concern for these large scale projects are manifesting
49 themselves now, especially in the last couple of
50 years.

1 Lawsuits against these projects in neighboring
2 states give us the opportunity to avoid their
3 mistakes. In our research, we have found that
4 landfills, ours included, will not accept solar
5 panels. They require highly specialized, expensive
6 recycling. When the life expectancy of the panels
7 ranges from various reports of five to 25 years, even
8 if we have bond or insurance coverage requirements
9 now, can we expect those costs to be the same years
10 into the future? Can the landowner pay the cost of
11 reclamation and so forth if the developers skip out?

12 Fortunately, our state general assembly recently
13 put Act 41 in place, which is helpful until we have an
14 appropriate ordinance in place. This is our back --
15 it's in your backup tonight at 41, and you really
16 ought to read it. We've reached out to our fire
17 commission and the Cheddar and Whitefield fire
18 departments, as Mr. Jimmy Davis recommended, seeking
19 their input to factor into a proper ordinance.

20 I will read to you a few thoughts from Chief
21 Yarborough over at Cheddar. He says, firstly, the
22 high voltage produced by commercial solar panels,
23 which can reach up to 1000 VDC per string, presents
24 significant safety risks. This level of voltage poses
25 a potential hazard to firefighters during emergency
26 response situations, if not handled correctly.
27 Additionally, it is vital to consider the ability of
28 fire response teams to effectively combat a fire in a
29 cellar farm environment. The spacing between panels
30 can hinder access, making it challenging for fire
31 trucks to maneuver and reach affected areas. In the
32 event of a fire, the inability to stop the flow of
33 electricity from the panels could complicating --
34 could complicate fire fighting efforts, leading to a
35 delay in response.

36 Moreover, the on-site storage of energy generated
37 from these solar farms presents further concerns.
38 Various storage options, including lead acid
39 batteries, lithium ion batteries and capacitors can
40 introduce significant risk, specifically, the
41 potential for lead acid batteries to leak hazardous
42 materials into the ground, the inability to extend --
43 extinguish lithium ion battery fires and the explosion
44 hazards associated with capacitors.

45 These concerns necessitate careful consideration
46 and planning to mitigate these risks. And he requests
47 that we factor in those concerns as we move forward.

48 We are reaching out to DES, the Department of
49 Environmental Services, for currently decommissioning
50 instructions, and to Duke Energy for a copy of their

1 contract with the developers of these type sites and
2 other expertise in drafting something sensible.

3 Please bear in mind that these developers lack an
4 agreement with Duke Energy yet. Yet they are the ones
5 making these proposals; not Duke. These development
6 companies want fee in lieu of taxes and special source
7 credits. These deals provide no jobs other than
8 initial construction. Their maintenance people float
9 up and down the East Coast. We must ask, what are the
10 benefits to the community? We will gather all of this
11 information and hold the next Planning and Public
12 Works Committee meeting soon with CodeRight, our
13 county attorney and others providing guidance.

14 There was also a brief discussion of the need for
15 all industrial and commercial projects to be reviewed
16 with approval or rejection by the Planning Commission
17 and a review by County Council for their approval or
18 rejection. And my district, in particular, has always
19 had a standing requirement that notification of all
20 projects prior to or at application, I should always
21 be notified. And I imagine y'all do as well. And
22 this has not always been honored.

23 This has created devastating results to several
24 neighborhoods that could have been avoided or
25 potential damage reduced. The three month moratorium
26 should help. We had three citizens and two of the
27 solar farm developers attending. Their attendance and
28 input were appreciated.

29 And thank you, Mr. Hogan, if he's here tonight,
30 and our Planning department for their help. And if
31 Mr. Sullivan and Mr. Davis have any additional input,
32 please jump in.

33 JIMMY DAVIS: Yes, ma'am.
34 You know, my big concern is, once the life of these
35 solar farms have ended, once they've reached their
36 end, is who's responsible for cleaning up, you know?
37 And they can say all they want to, well, you know, we
38 have this, and you know, we're going to be around.
39 You know, I just want to make sure -- I mean, there's
40 one within a quarter mile of my house, and it caught
41 fire. And in talking with the solar farm folks, they
42 said, oh, this happens all the time. Well, it was a
43 little worrisome for me. And so, you know, I've
44 talked with, you know, Commissioner Keaton and other
45 fire people, and it is a concern for them because it
46 is hazardous, and we're still operating with 27
47 volunteer fire departments in the county.

48 So it's a big concern of mine that we need to make
49 sure we take care and that there is a plan when --
50 who's going to clean it up once the life has ended.

1 Thank you.
2 TOMMY DUNN: Thank you.
3 CINDY WILSON: And it's
4 important to note that our fire departments in the
5 county are all volunteer. And we shouldn't put our
6 good citizens in hazard's way without proper attention
7 and consideration.
8 And we got this meeting done real quick. At 12:33
9 we adjourned. So thank you, everybody.
10 TOMMY DUNN: Moving on to
11 item number 12(a), road acceptance into the county
12 inventory, the Townville School Road district -- I'm
13 sorry, Townville School Road, District 4. Do we have
14 a motion?
15 BRETT SANDERS: So moved.
16 TOMMY DUNN: Motion by Mr.
17 Sanders to move this forward. Do we have a second?
18 GLENN DAVIS: Second.
19 TOMMY DUNN: Second by
20 Councilman Glenn Davis. Any discussion? All in favor
21 of the motion show of hands. All opposed like sign.
22 Show the motion carries unanimously.
23 Moving on to requests by Council members.
24 Councilman Jimmy Davis.
25 JIMMY DAVIS: Thank you,
26 Mr. Chair. I'll make this in the form of one motion,
27 if I may?
28 TOMMY DUNN: Yes, sir.
29 JIMMY DAVIS: From the
30 District Six special appropriation account, Belton
31 American Legion Post 51, this is to send as many
32 children to Boys and Girls State as possible in
33 Anderson County. I'd like to appropriate \$500. To
34 the Anderson Aviation Association \$500, as well, and
35 that is to help with the phase two of the playground
36 out there at the airport. And I'm excited to see
37 that, because we've got a wonderful place out there
38 now. Thank you, Mr. Chairman.
39 TOMMY DUNN: We have a
40 motion by Mr. Davis. Do we have a second?
41 CINDY WILSON: Second.
42 TOMMY DUNN: Second Ms.
43 Wilson. Any discussion? All in favor of the motion
44 show of hands. All opposed like sign. Show the
45 motion carries unanimously.
46 Moving on to Mr. Sanders.
47 BRETT SANDERS: Mr. Chairman,
48 if I may, I'd like to start with Mr. Elgin's, since
49 he's out of town on county business. And from
50 District Three, the Belton American Legion Post 51,

1 1500; Anderson Aviation Association 500. And I put
2 that in the form of a motion from Mr. Elgin.
3 GLENN DAVIS: Second.
4 CINDY WILSON: Second.
5 TOMMY DUNN: Have a second
6 from Ms. Wilson. Any discussion? All in favor of the
7 motion show of hands. All opposed like sign. Show
8 the motion carries unanimously.
9 Mr. Sanders.
10 BRETT SANDERS: From District
11 Four, Belton American Legion Post 200; Anderson
12 Aviation Association, the amount of 500. And I put
13 that in the form of a motion, sir.
14 CINDY WILSON: Second.
15 TOMMY DUNN: Have a motion
16 by Mr. Sanders and second by Ms. Wilson. Any
17 discussion? All in favor of the motion show of hands.
18 All opposed like sign. Show the motion carries
19 unanimously.
20 Moving on to Councilman Glenn Davis.
21 GLENN DAVIS: Thank you,
22 Mr. Chairman. From District Two rec account, and if I
23 may put this in one motion, Belton American Legion
24 Post 51 \$200; Anderson Aviation Association \$1000.
25 And I put that in the form of a motion, sir.
26 CINDY WILSON: Second.
27 TOMMY DUNN: Motion Mr.
28 Davis, Mr. Glenn Davis; second Ms. Wilson. Open the
29 floor up for discussion. All in favor of the motion
30 show of hands. All opposed like sign. Show the
31 motion carries unanimously.
32 Moving on to Councilman Sullivan.
33 CHRIS SULLIVAN: Thank you,
34 Mr. Chairman. I've got two requests I'd like to put
35 in the form of one motion. For the Belton American
36 Legion Post \$500; and to the Anderson Aviation
37 Association \$750. And I'd like to make that in the
38 form of a motion.
39 CINDY WILSON: Second.
40 TOMMY DUNN: Have a motion
41 by Mr. Sullivan; second by Ms. Wilson. Any
42 discussion? All in favor of the motion show of hands.
43 All opposed like sign. Show the motion carries
44 unanimously.
45 Ms. Wilson.
46 CINDY WILSON: Well,
47 District Seven is still in the money, but not for
48 long. For the Belton American Legion Post 51 \$250;
49 Anderson Aviation Association \$250. And the Carolina
50 Community Center, which is kind of the upper part of

1 the county's Westside Community Center, we will
2 appropriate \$5000. And I put all three of these in
3 the form of a motion.
4 JIMMY DAVIS: Second.
5 TOMMY DUNN: Have a motion
6 by Ms. Wilson; and second by Councilman Jimmy Davis.
7 Any discussion? All in favor of the motion show of
8 hands. All opposed like sign. Show the motion
9 carries unanimously.
10 Out of District Five's special appropriation
11 account, \$250 to the Belton American Legion Post 51;
12 and -- how much has been gathered so far for the
13 airport?
14 BRETT SANDERS: Five hundred
15 and 750 from me.
16 CHRIS SULLIVAN: Seven fifty
17 from me.
18 TOMMY DUNN: Twenty-five
19 and 750; that's 32. What did Glenn do? So that's 32?
20 BRETT SANDERS: Thirty-two,
21 yeah.
22 TOMMY DUNN: Out of
23 District 5's, we'll put \$1000. I'll put that in the
24 form of a motion.
25 CHRIS SULLIVAN: Second.
26 TOMMY DUNN: Second by
27 Councilman Sullivan. Any discussion? All in favor of
28 the motion show of hands. All opposed like sign.
29 Show the motion carries unanimously.
30 Moving on to Administrator's report.
31 RUSTY BURNS: Nothing at
32 this time, Mr. Chairman.
33 TOMMY DUNN: Now,
34 citizens' comments. When Mr. Harmon calls your name,
35 please, again, for the record, state your name and
36 district for the record, and you have three minutes,
37 and address the Chair, please.
38 LEON HARMON: Mr. Chairman,
39 first speaker is Bruce Binney.
40 BRUCE BINNEY: Good evening,
41 Council. My name is Bruce Binney. I work for
42 energyRe. We build solar projects. Our southeast
43 office is based out of Charleston, South Carolina.
44 I'm here today to introduce myself to the full
45 Council. We do have a project here in Anderson
46 County. It is fully contracted with Duke Energy. We
47 have both a power purchase agreement and an
48 interconnection agreement executed with the utility.
49 Our current goal is to start construction sometime
50 at the -- first half of 2027, which will lead us to

1 seek zoning approval in the first half of 2026. We've
2 begun engagement with staff, members of Council,
3 outreach to the fire chief. There are a number of
4 churches in local proximity to the project itself, and
5 we have begun engagement with those churches as well.

6 It's our goal to be really available for this
7 process and to understand the expectations and
8 concerns that the community might have. We want to be
9 responsive and answer your questions, whether that's
10 related to decommissioning, fire management. We fully
11 intend to listen to those questions and provide
12 answers as we're able to do so.

13 So I hope you understand that's important to us,
14 and we want to be here, again, reaching out to be
15 available to those questions. We were at the Planning
16 and Public Works hearing and provided an ordinance
17 comparison chart in other counties we've worked in, in
18 South Carolina, where our expertise -- it's something
19 I, as a developer, refer to to understand what certain
20 terms might be in comparable counties. Happy to do
21 that. We applaud the efforts of the committee, and
22 thank you for the work you're doing there in a good
23 drafting, a strong, well thought-out ordinance.

24 And also, again, want to emphasize our goal to be
25 available to satisfy the expectations of the
26 community. If there is a benefits agreement that we
27 can talk about that takes into consideration what
28 those benefits might be, we're happy to do that.

29 So again, Bruce Binney with energyRe. Please do
30 follow up. My colleague, Patrick Moore, will be
31 reaching out. We want to be available. Thank you.

32 TOMMY DUNN: Thank you.

33 Mr. Harmon.

34 LEON HARMON: Mr. Chairman,
35 next speaker is Stephen Lupi.

36 STEPHEN LUPI: Good evening,
37 Council members. This is in reference to what we
38 talked about earlier.

39 It was mentioned that the Planning Council did all
40 these developments that I posted up earlier.

41 TOMMY DUNN: I'm going to
42 correct you. I generally don't do this. The city of
43 Anderson annexed most of that. That's who done it;
44 the city of Anderson.

45 STEPHEN LUPI: City of
46 Anderson?

47 TOMMY DUNN: Yep, city of
48 Anderson. We have nothing to do with.

49 STEPHEN LUPI: Okay. This
50 is the Anderson County Council, correct?

1 TOMMY DUNN: Anderson
2 County Council, not city council.
3 STEPHEN LUPI: Yes, sir,
4 yes, sir. Okay. The Council appoints the Planning
5 Commission. This is not 10 years ago, since 2025. So
6 basically, the Planning Commission is an extension of
7 the Anderson County Council, because you put those
8 people on there. Maybe the taxpayers of Anderson
9 County should vote on the Planning Commission, because
10 they have so much power now, because they are
11 approving all these developments.
12 And I am referring to the Anderson Reservoir,
13 which is 1000 home development that's going to be
14 across the street from me. Okay, and I am quoting
15 Greg Wilson, the Anderson Observer, and only two of
16 the Anderson County Council were at the meeting when
17 they approved this. And this is in reference -- this
18 is also in reference to the one percent sales tax for
19 the roads. Okay? And I'm going to, I'm going to
20 quote here. Basically they're saying -- you're saying
21 30 or 40 percent, roughly 140 million is expected to
22 be paid by visitors passing through Anderson County,
23 which I don't agree with, because if you go to Walmart
24 in Clemson Boulevard or Home Depot or Best Buy, you're
25 going to say eight o'clock in the morning, 30 percent
26 of those people are going to be from out of county?
27 No, they're not. Twelve o'clock when you go to
28 Walmart, Best Buy or Home Depot or Lowe's, 30 or 40
29 percent of those people are going to be from out of,
30 out of county? No, they're not.
31 So basically, what you're saying is false. Okay,
32 and, and I'm going to quote district -- South Carolina
33 representative, April Cromer, let's be honest, who
34 will, who will, who will be shouldering this burden?
35 It won't be the tourists or the visiting fishermen.
36 It'll be the young mothers trying to buy formula and
37 diapers, seniors grabbing dinner at a local
38 restaurant, working families and retirees shopping for
39 cereal or school supplies.
40 So I'm basically -- I'm referencing two different
41 things here, is the unsustainable growth that we have
42 here ---
43 LEON HARMON: Time, Mr.
44 Chairman.
45 TOMMY DUNN: Thank you.
46 That's time.
47 STEPHEN LUPI: --- and the
48 road tax.
49 TOMMY DUNN: Time.
50 STEPHEN LUPI: Thank you.

1 LEON HARMON: Mr. Chairman,
2 no one else is signed up.

3 TOMMY DUNN: Thank you.

4 Going on to Council comments. Ms. Wilson.

5 CINDY WILSON: Oh, thank
6 you. Where do we begin? We've all -- I've had enough
7 -- I've had all we can take of me tonight.

8 The city of Anderson, our county Planning
9 department, our Planning Commissioner, our roads, Mr.
10 Hogan, our sewer, Mr. Derrick Singleton requested a
11 meeting of the city of Anderson, after I saw the legal
12 notice when they were going to annex that property.
13 It took us, I think, about three months to get a
14 meeting right down the street. Alesia Hunter, our
15 Planning director, worked hard on that, and they were
16 very rude. A couple of citizens went with us. They
17 had never experienced such rudeness. And in
18 consideration, as the city of Anderson displayed
19 toward us, they were able to annex, by virtue of about
20 a 10 foot wide strip, I think, from near the water
21 tower out, and that's how they did it.

22 They violated every tenant of the Clean Water Act.
23 They have flooded neighbors, mud onto neighbors. We
24 had a good start on the road improvements that were
25 necessary at Crestview and Midway and Harriet Circle.
26 They took over the whole plan, and if you notice, do
27 you see any progress?

28 The county had a planned unit development zoning
29 on the property around the school when they annexed
30 that in. They violated the quality requirements. You
31 can see what's going in there. It's just been a
32 nightmare. It would seem that a little communication
33 would have gone a long ways. But we never, we never
34 got treated politely or courteously whatsoever.

35 There are some issues that we hope to work with
36 our general assembly, our county delegation on that
37 are common to what they're getting complaints about
38 and what we're getting complaints about, and we hope
39 to have a meeting sometime in October to do just that.
40 There's a lot of confusion. So this may go a long
41 ways toward clearing things up. Thank you.

42 TOMMY DUNN: Mr. Sullivan.

43 CHRIS SULLIVAN: Thank you,

44 Mr. Chairman. Today I had the privilege to speak with
45 Anderson Rotary Club, about 50 or 60 of them at
46 Tucker's. I presented the capital project sales tax
47 to them. Did a bunch of research last week. We were
48 called into question, I think on our third reading,
49 about what are unprepared food that is included in the
50 exempt part of this. And I enlisted Jason Phillips,

1 our treasurer, and Blake Sanders, one of our state
2 house reps, to find the answer.

3 And the part of it being so complicated is the
4 state has made it extremely complicated. If you read
5 these documents that they have produced on this, it is
6 illegible to find a solid answer. But looks like
7 anything that has a snap, snap benefits exemption is
8 included in the unprepared, so baby formula would be
9 included and not taxed. Diapers, if the state
10 legislature would change that, that would also be
11 untaxed. Currently it is taxed. But a lot of your
12 grocery store items are included in this exempt form;
13 bottled water, bread, milk, meat, produce, I mean,
14 bags of chips. All that's considered unprepared food.
15 So I wanted to clear that up and how hard it is when
16 the state really gets into something and tries to make
17 it really good, they make it really, really
18 complicated. And I had three very intelligent people
19 working with me trying to figure out what they're
20 trying to say. We think we've got an answer to it,
21 but I just wanted to clear that up in here, that some
22 things that were mentioned by state officials as not
23 being included are actually included, and it's
24 included by their doings. So more can be added to
25 that by their doings as well. And I hope they would
26 continue to look at that and possibly include anything
27 involving babies; diapers, formula, everything, to
28 make sure they're all covered and they're not burdened
29 with any more extra expense. That's all I have.

30 TOMMY DUNN: Thank you.

31 Councilman Glenn Davis.

32 GLENN DAVIS: Thank you,

33 Mr. Chairman. I'd just like to take this time to --
34 this past Sunday, we had Celebrate Anderson, and I
35 don't want to get to naming names, because I'll forget
36 someone, but Anderson County showed up and showed out.
37 It was, I think, a lot of fun had by everyone. And
38 I'd like to thank Mr. Burns and his staff and Civic
39 Center. Again, everyone that played a part. Thank
40 you, sir.

41 TOMMY DUNN: Thank you.

42 Councilman Sanders.

43 BRETT SANDERS: Nothing at
44 this time, sir.

45 TOMMY DUNN: Thank you.
46 councilman Jimmy Davis.

47 JIMMY DAVIS: Thank you,

48 Mr. Chair. And to add to what Mr. Davis said
49 Celebrate Anderson was a great event, and it was paid
50 for by sponsors. We didn't use tax dollars to do

1 that. So it was a great event paid for by sponsors,
2 and it was free for everyone to come. So it was a
3 grand time.

4 I thank the administrator and his whole staff for
5 making sure that was a great event.

6 Also, I want to say -- well, he left. Well ---

7 TOMMY DUNN: Second time.

8 He done it the first time, too.

9 JIMMY DAVIS: Oh, he left
10 again?

11 TOMMY DUNN: Yeah.

12 JIMMY DAVIS: So anyway,
13 I'd love for the Planning Commissioners to be elected,
14 because that'd take a lot of heat off us, but that you
15 would have to go and change the State Planning Act,
16 which requires our delegation members to go do that.
17 Until then we appoint them, and that's the process.
18 But I would, I would welcome the fact that Planning
19 Commissioners be elected. County Council doesn't get
20 to vote on neighborhoods or subdivisions in unzoned
21 areas. We don't get to vote on that. It's all done
22 at the Planning Commission level. And yes, we do
23 appoint them. They don't always do what we think they
24 ought to do, but we do appoint them, and we can remove
25 them, so ...

26 But again, I hope everyone will come out to these
27 planning and zoning meetings. Mt. Airy Church
28 Thursday night at 6pm and when is the one at Tri
29 County Tech? Does anyone know? Wednesday? Okay,
30 tomorrow. Is that six, too? So please go and please
31 go online and fill out that survey; it's so important.
32 Thank you, Mr. Chair.

33 TOMMY DUNN: Thank you,
34 Mr. Davis.

35 Just want to quick, just want to thank again Mr.
36 Burns and his staff for Celebrate Anderson. Job well
37 done. That's one of the largest crowds. Citizens
38 seemed to enjoy it.

39 Appreciate it. Meeting be adjourned.

40
41

(MEETING ADJOURNED AT 8:01 P.M.)

Ordinance #2025-028

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 35.1 acres from C-2 (Highway Commercial District to R-15 (Single-Family Residential District) on a parcel of land identified in the Denver-Sandy Springs Precinct as shown in Deed Book 6895 at page 37. The parcel is further identified as TMS#: 93-00-07-004 and 93-00-07-005.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to R-15 for +/- 35.1 acres of TMS#: 93-00-07-004 and 93-00-07-005.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 12, 2025, during which it reviewed the proposed rezoning from R-A to R-20 for +/- 35.1 acres of TMS#: 93-00-07-004 and 93-00-07-005, **during which ingress and egress for residential traffic will only be permitted on Hurricane Road.**

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 16, 2025, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends The Anderson County Official Zoning Map to rezone 35.1 +/- acres from Highway Commercial District (C-2) to Single-Family Residential District (R-15) adopted September 2012, by Anderson County Referendum to amend the C-2 to R-15 for Anderson County TMS#: 93-00-07-004 and 93-00-07-005,
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council are inconsistent herewith, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2025-028

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	August 19, 2025
2 nd Reading:	September 2, 2025
3 rd Reading:	September 16, 2025
Public Hearing:	September 16, 2025



Planning Commission

August 12, 2025

Agenda Item: 6D

Project Information

Subdivision Variance Land Use Rezoning

NAME OF APPLICANT/PROJECT: Hurricane Creek LLC / Rezoning from C-2 to R-15

PROPERTY LOCATION: Hurricane Road and Line Lane.

COUNTY COUNCIL DISTRICT: 5

SCHOOL DISTRICT: 4

TOTAL ACREAGE: +/- 35.1

NUMBER OF LOTS: N/A

CURRENT ZONING: C-2

REQUESTED ZONING: R-15

PURPOSE: Single-Family

RECOMMENDATION/DECISION RENDERED

APPROVAL DENIAL TIED TABLED

VOTE 8 TO 0

Compatibility with Future Land Use Map

The recommendation of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and value of surrounding properties

Concerns for public, health, safety, convenience, prosperity and general welfare.

Concerns for the balance of the interest of sub-dividers, homeowners and public.

Concerns for the effects of the proposed development on the local tax base.

Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

Other (please elaborate): _____

Planning Commission Chairman: [Signature]

Date: 8/12/25

Anderson County Planning & Development
401 East River Street
Anderson, SC 29624 | Phone:(864) 260-4720

**Anderson County Planning Commission
Staff Report- Request from C-2 zoning to R-15 zoning
August 12, 2025**

Applicant: Hurricane Creek LLC
Current Owner: Hurricane Creek LLC
Precinct: Denver-Sandy Springs Precinct
Location: Intersection for Hurricane Road and Pine Lane
Council District: Five (5)
TMS#: 93-00-07-004 and 93-00-07-005
Acreage: +/- 35.1 acres
Zoning History: Precinct was zoned in 2012 during zoning referendum (9/2012) unzoned
Current Zoning: C-2 (Highway Commercial District)
Requested Zoning: R-15 (Residential Single-Family)
Current Land Use: Vacant

These residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding Zoning: North: S-1
South: R-15 and R-20
East: R-20 and C-2
West: S-1

Current Land Use Map: District 5 (Denver-Sandy Springs) Use Map indicates Agriculture and Residential use.
Future Land Use Map: District 5 (Denver-Sandy Springs) Use Map indicates Residential use.

Evaluation: To rezone for future Single-Family Residential Development.

Public Outreach: Staff hereby certifies existing parcel that the required public notification actions have been completed on July 28, 2025 as follows:

Rezoning notification postcards were sent to 266 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

Planning commission public hearing advertisement published in the Independent Mail.

Community Outreach:

A community meeting was held on Monday, July 14, 2025, at the Centerville Fire Department to hear the concerns of the general public in the area. The overall consensus was that the proposal residential rezoning would be a better fit for the community. Citizens also wanted to make certain that design standards would meet all state and county ordinances involving Stormwater at the appropriate time.

The main issue that came up was access. The development will only be able to access the property off Hurricane Road, if approved for rezoning. No other access will be allowed for ingress and egress.



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: HURRICANE CREEK LLC
Mailing Address: 4136 CLEMSON BLVD ANDERSON, SC 29621
Telephone: 864-934-0643
Email: sunshine109@charter.net

Owner's Information (If Different from Applicant)

Owner Name: _____
Mailing Address: _____
Telephone: _____
Email: _____

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature

Date

Project Information

Property Location: AT THE INTERSECTION OF HURRICANE ROAD AND PINE LANE
Parcel Number(s)/TMS: 930007004 & 930007005
County Council District: FIVE (5) School District: FOUR (4)
Total Acreage: 35.136 Current Land Use: VACANT
Requested Zoning: R-15 Current Zoning: C-2
Purpose of Rezoning: RESIDENTIAL SUBDIVISION

Are there any Private Covenants or Deed Restrictions on the Yes No
Property? If you indicated no, your signature is required.


Applicant's Signature

5-21-25
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 48 of the Anderson County Code of Ordinances for further information regarding submission requirements.

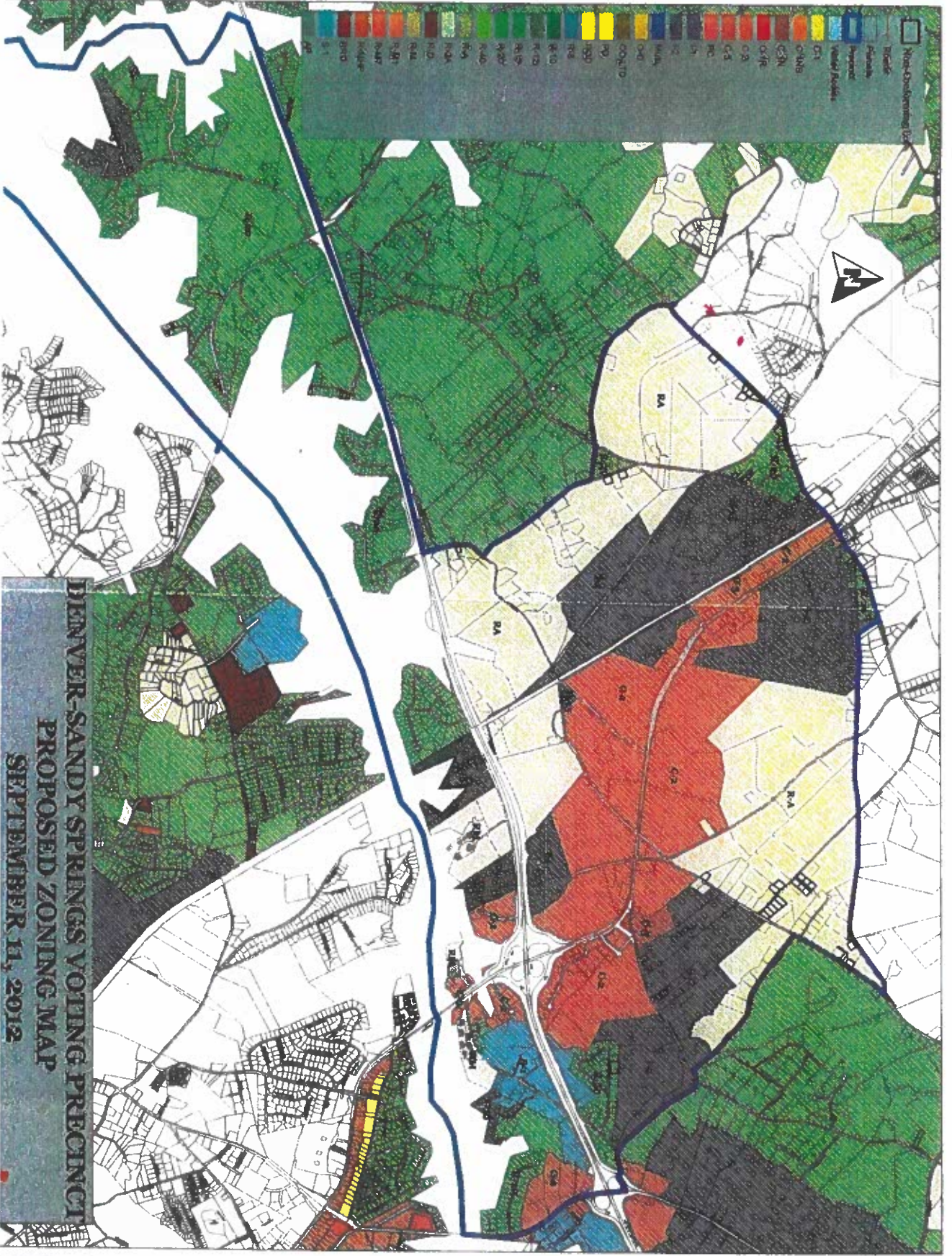
As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.


Applicant's Signature

5-21-25
Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:	
Application Received By: _____	Complete Submission Date: _____
Commission Public Hearing: _____	Council Public Hearing: _____






DENVER-SANDY SPRINGS VOTING PRECINCT
PROPOSED ZONING MAP
SEPTEMBER 14, 2012

Anderson County



TMS: 930007004
 Owner: HURRICANE CREEK LLC
 Owner Address: 4136 CLEMSON BLVD
 City/State: ANDERSON SC
 Deed Book: 6985
 Tax District: 4
 Sale Year: 2005
 Deed Page: 37
 Description: PINE RD
 Zip Code: 29621
 Current Plat: CP S 2014/05
 Market Value:

May 21, 2025 Disclaimer accepted.
 PP S 1563/01


 1 in = 330 ft
 0 0.0325 0.065 0.1 0.13 mi
 0 0.05 0.1 0.2 km
 ESRI, HighLand Mapping, and Anderson County GIS


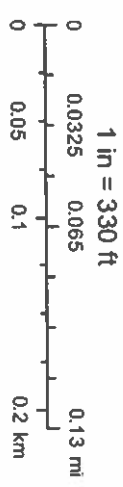
Anderson County



May 21, 2025 Disclaimer accepted.

TMS: 930007004
 Owner: HURRICANE CREEK LLC
 Owner Address: 4136 CLEWSON BLVD
 City/State: ANDERSON SC
 Deed Book: 6985
 Tax District: 4
 Sale Year: 2005

Zip Code: 29621
 Current Plat: CP S 2014/05
 Description: PINE RD 23.56 AC
 Market Value: \$1,653,910

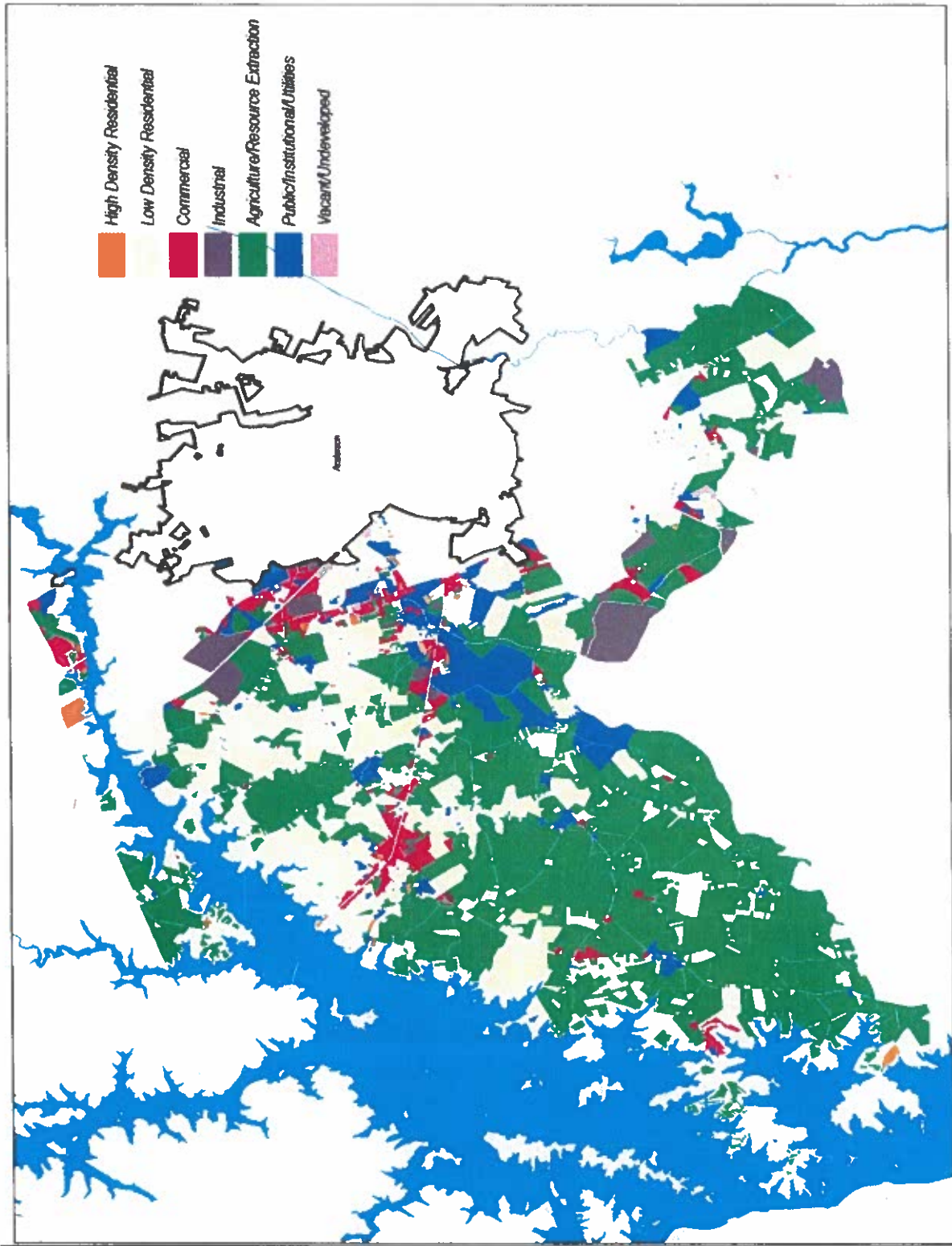


ESRI, HighRoad Mapping, and Anderson County GIS





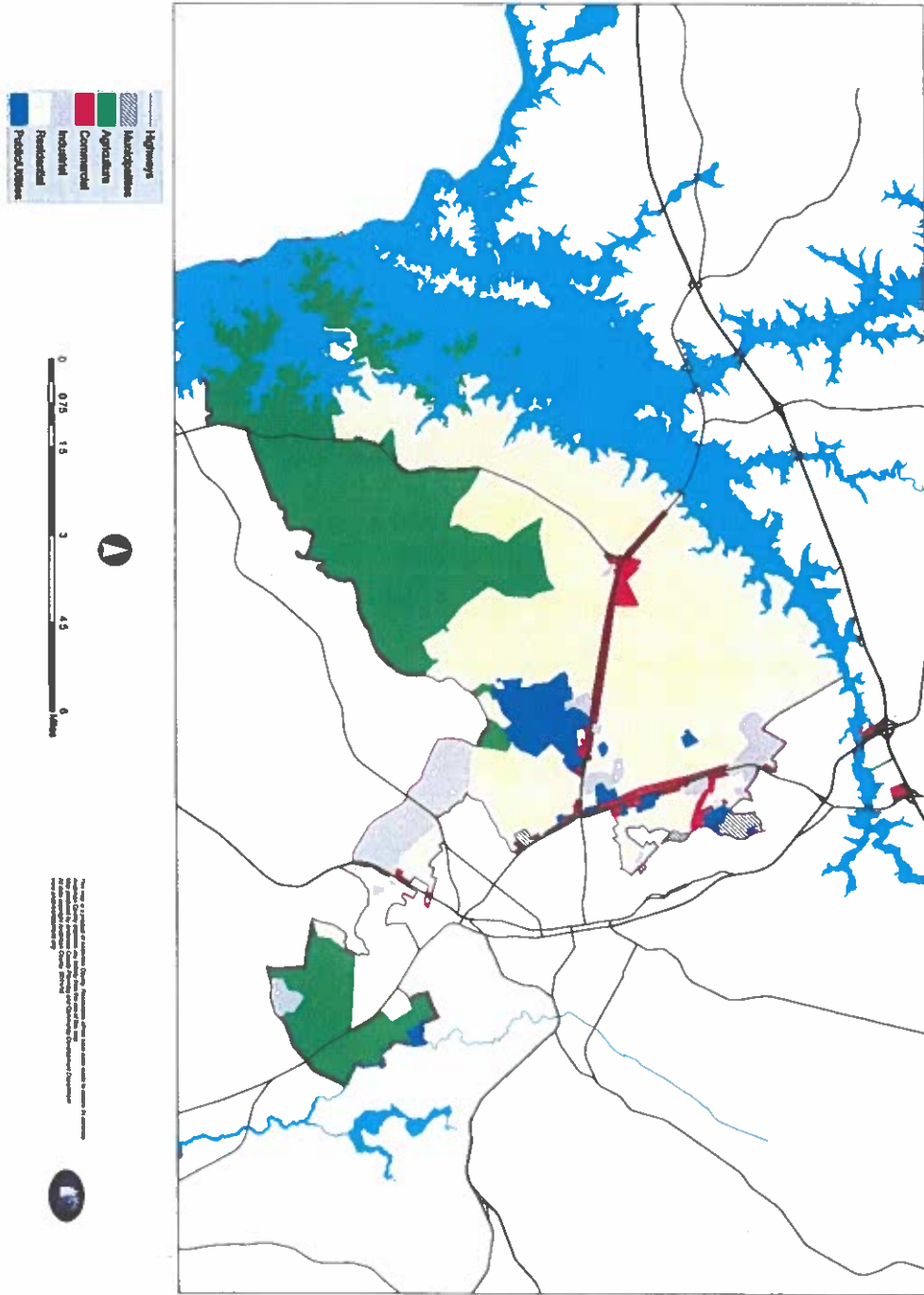
Map 7.6 Current Land Use, Council District 5





Map 7.14 Future Land Use, Council District 5

County Council District 5
Future Land Use



ORDINANCE NO. 2025-033

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE AGREEMENT (THE “FEE AGREEMENT”) BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND WALGREEN CO., TO DESIGNATE A SPONSOR AFFILIATE UNDER THE FEE AGREEMENT, AND TO EXTEND THE PERIOD DURING WHICH ECONOMIC DEVELOPMENT PROPERTY IS SUBJECT TO FEE IN LIEU OF TAX PAYMENTS; AND (2) 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, Walgreen Co. (the “*Company*”) and the County are party to that certain Fee Agreement dated as of May 4, 2004 (the “*Fee Agreement*”), wherein the County agreed to provide certain incentives with respect to the Project (as defined in the Fee Agreement) to constitute a facility in the County for warehousing, distribution and related activities; and

WHEREAS, the Company has committed to continue its operations in the County beyond the existing Fee Term at the Project and, in consideration of such commitment and in accordance with Section 12-44-40(K) of the FILOT Act, the County has agreed to, among other things, enter into a First Amendment to Fee Agreement with the Company (the “*First Amendment*”), whereby the County would provide therein for the approval of Terraza 8, LLC as a Sponsor Affiliate, a ten-year extension of the period each Phase of the Project is eligible for In-Lieu Payments (as defined in the Fee Agreement), and certain other modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly in the First Amendment; and

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

WHEREAS, it appears that the document referred to above, 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 as follows:

Section 1. The form, terms and provisions of the First Amendment presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Chairman of County Council is authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name of and on behalf of the County, and the County Administrator and the Clerk to County Council are hereby

authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such 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 their approval of any and all changes or revisions therein from the form of First Amendment now before this meeting.

Section 2. The County hereby consents to, and ratifies, the addition of Terraza 8, LLC as a Sponsor Affiliate to the Fee Agreement.

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 First Amendment 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.

[End of Ordinance]

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

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

APPROVED AS TO FORM:

County Attorney

First Reading: August 5, 2025
Second Reading: August 19, 2025
Third Reading: September 16, 2025
Public Hearing: September 16, 2025

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 _____, _____, and _____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 20__

**FIRST AMENDMENT TO
FEE AGREEMENT**

between

ANDERSON COUNTY, SOUTH CAROLINA

and

WALGREEN CO.

Dated as of _____, 2025

(Effective as of August 24, 2023)

This First Amendment pertains to that certain Fee Agreement between Anderson County, South Carolina and Walgreen Co, dated as of May 4, 2004.

FIRST AMENDMENT TO FEE AGREEMENT

THIS FIRST AMENDMENT TO FEE AGREEMENT (this “*First Amendment*”) is made effective as of August 24, 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 **WALGREEN CO.**, a Corporation organized and existing under the laws of the State of Illinois (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. The Company and the County are party to that certain Fee Agreement dated May 4, 2004, wherein the County agreed to provide certain incentives with respect to the Project (as defined in the Fee Agreement) to constitute facilities in the County for warehousing, distribution and related activities.

3. Section 12-44-120 of the FILOT Act authorizes the Company to enter into sale-leaseback arrangement with a financing entity concerning all or part of a project.

4. The Company entered into a sale-leaseback arrangement with Terraza 8, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Terraza”), which included that portion of the Project consisting of the Facility and Real Property (as defined in the Fee Agreement).

5. The Company desires to add Terraza to the Fee Agreement as a Sponsor Affiliate, as defined in the FILOT Act.

6. The Company, acting for itself, one or more affiliates, and/or other project sponsors proposes to continue its operations at the Project beyond the Fee Term (as defined in the Fee Agreement).

7. In consideration of such continued operations at the Project by the Company, and in accordance with Section 12-44-40(K) of the FILOT Act, the County has determined to approve Terraza as a Sponsor Affiliate upon execution of the Joinder Agreement attached hereto as Exhibit A, to extend by ten years the period each Phase of the Project is eligible for In-Lieu Payments, and certain other modifications to the Fee Agreement, all as memorialized, ratified, and detailed more particularly herein.

8. By enactment of an Ordinance on _____, 2025, the County Council has authorized the County to enter into this First Amendment with the Company, which modifies the Fee Agreement as referenced above and as set forth in this First Amendment.

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

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

Section 2. Amendment of Fee Agreement. The Fee Agreement is hereby amended as follows:

(a) Article I is hereby amended as follows:

(A) The definition of “Sponsor Affiliate” is hereby included and inserted to read as follows:

“*Sponsor Affiliate*” shall mean an entity that joins with or is an affiliate of a sponsor and that participates in the investment in, or financing of, the Project. As of the date of this Fee Agreement, the only Sponsor Affiliate is Terraza 8, LLC.

(B) The definition of “Company” is hereby amended to read as follows:

“*Company*” shall mean Walgreen Co., any and all affiliates and subsidiaries, permitted successors and assigns, and as the context may require with respect to the Real Property and Facility, a Sponsor Affiliate.

(C) The definition of “Phase Termination Date” is hereby amended to read as follows:

“*Phase Termination Date*” shall mean with respect to each Phase of the Project the day thirty 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 the later of: (a) December 31, 2039, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding thirty and such agreement is approved by the County Council and reduced to writing.

(D) The definition of “Fee Agreement” is hereby amended to read as follows:

“*Fee Agreement*” shall mean this Fee Agreement as originally executed and from time to time supplemented or amended, as permitted herein, including, without limitation, as amended by that certain First Amendment to Fee Agreement between the County and the Company effective as of August 24, 2023.

(b) Section 4.1 is hereby amended to read as follows:

Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project (collectively, the “In-Lieu Payments”) placed in service on or before each December 31 during the Investment Period, which shall continue for a period up to thirty (30) years from December 31st of the calendar year in which each Phase is fully completed and operational and placed into service (as confirmed, in writing, by the Company). At

such time as the In-Lieu Payments become effective, thereafter such payments to be made annually and to be due and payable and subject to the provisions of this Fee Agreement. The amount of such equal In-Lieu Payment shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of each Phase of the Project placed in service in any given year for such year and for each year thereafter for a full thirty (30) year period using original income tax basis for State income tax purposes for any real property (provided, if the 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), and original income tax basis for State income tax purposes (less depreciation for each year allowable to the Company 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 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, provided that the determination of fair market value under this Step 1 shall be subject to the regulations, guidelines and policies of the Department of Revenue of the State of South Carolina, (the “Department of Revenue”) applicable to this Fee Agreement. The County acknowledges that the Department of Revenue may elect to exclude intangible costs and other costs unrelated to fair market valuation in its calculation of the fair market value of the Real Property for the purpose of this Step 1 and agrees that the County has no objection to, and will not protest in any legal or other proceedings, any such calculation of fair market value by the Department of Revenue, provided that the County makes no representation or warranty that the Department of Revenue will make this election.

PROVIDED, HOWEVER, THAT the Company shall be entitled to institute appropriate administrative and/or legal proceedings each and every year to challenge any such determination of value to complete the formula set forth in this Step 1, the amount of any In-Lieu Payment or other sum payable under this Fee Agreement, or any ad valorem or other tax or imposition assessed or to be assessed on any portion of the Project, and the ruling, order or other determination thereof pursuant to such proceedings shall be binding on all parties hereto. If the Company institutes appropriate administrative and/or legal proceedings, the parties shall utilize the formula as applied by the Department of Revenue under this Step during the pendency of such proceedings. If an adjustment is to occur pursuant to the disposition of such proceedings to the application of this formula, then the parties hereto shall make such adjustments within thirty (30) days after the final entry of such ruling, order or other determination, as the case may be, and the applicable party shall be paid the sum due pursuant to such proceedings, within five (5) business days after such adjustment.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value (which assessment ratio shall remain fixed for the term of this Fee Agreement) as determined for each year in Step 1 to establish the taxable value of each Phase of the Project (subject to the adjustment provided in Step 1) during the corresponding

year of said thirty (30) year period or such longer period of years that the In-Lieu Payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the assessed value from Step 2, by a millage rate of 244.1 Mills for each \$1,000.00 of assessed value (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the In-Lieu Payments which would be due in each year during said thirty (30) year period, which are listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the In-Lieu Payment is permitted to be made by the Company under the Act, as amended.

The County acknowledges and agrees that it shall keep the assessment ratio set forth in Step 2 and the millage rate set forth in Step 3 fixed during the term of this Fee Agreement and that a substantial inducement to the Company to acquire, develop and use the Project in the County is based on, inter alia, the foregoing acknowledgement and agreement by the County for such purposes. The County covenants expressly to undertake all administrative and legal proceedings necessary to maintain the enforceability of this undertaking.

(c) Section 4.3(i) is hereby amended to read as follows:

to the extent that the assessed value of the Replacement Property as calculated in Section 4.1 hereof (the "Replacement Value") is less than or equal to the assessed value of the Removed Components as calculated in Section 4.1 hereof (the "Original Value"), the amount of the In-Lieu Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the fair market value to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (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, pursuant to subsequent written agreement with the County, the maximum number of years for which the In-Lieu Payments are available to the Company for each Phase of the Project under the Act, as amended) minus the number of annual In-Lieu Payments which have been made with respect to the Removed Components (but subject to, a credit to the Company under Section 4.5 hereof equal to any reduction of assessed value of any Replacement Property based on the Original Value of Removed Components by reason of a savings in technology or utility realized by such Replacement Property, obsolescence, wear and tear and similar factors, or by reason of a Condemnation); and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments. The County shall cause its Treasurer to make whatever adjustments in the calculation of the In-Lieu Payments by reason of operation of this Section 4.3 and to furnish its calculation of the Replacement Value and any adjustment in the In-Lieu Payments as a result thereof, with reasonable back-up documentation, to the Company to verify the accuracy of such calculation and any adjustment in the In-Lieu Payments.

(d) Section 17.1 is hereby amended to read as follows:

Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective three (3) business days after delivery to the party named below when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or when deposited with a nationally recognized overnight carrier, addressed as follows (or addressed to such other address as any part shall have previously furnished in writing to the other party):

AS TO THE COUNTY: Anderson County, South Carolina
Attn: County Administrator
Post Office 8002
Anderson, South Carolina 29622

WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Jeremy L. Cook
134 Meeting Street, 3rd Floor
Charleston, SC 29401

AS TO THE COMPANY: Walgreen Co.
Attn: Gaetano Di Pasquale, CPA
Tax Manager
108 Wilmot Rd.
Deerfield, IL 60015

WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

Maynard Nexsen PC
Attn: Andrew W. Saleeby
1230 Main Street, Suite 700
Columbia, South Carolina 29201

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. Reimbursement of Legal Fees. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable legal fees incurred by the County in connection with this First Amendment, which shall not exceed \$1,500.00.

Section 5. Entire Understanding. The Fee Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein 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 the Fee Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 6. Severability. In the event that any clause or provision of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same

instrument. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to Fee Agreement to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the County Administrator and the Clerk of the County Council; and the Company has caused this First Amendment to 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: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

WALGREEN CO.

By: _____

Name: _____

Title: _____

ORDINANCE NO: 2025-036

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON APPLICATIONS AND ADMINISTRATIVE PROCESSING FOR APPROVAL OF CERTAIN RESIDENTIAL LIVING UNIT PROJECTS IN EXCESS OF FOUR (4) RESIDENTIAL LOTS WITHIN THE UNINCORPORATED AREA OF ANDERSON COUNTY; INVOKING APPLICATION OF THE PENDING ORDINANCE DOCTRINE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council is empowered to enact ordinances or the implementation and enforcement of powers granted to Anderson County Council pursuant to Sections 4-9-30(9) and (17), S.C. Code Ann 1976, as amended, and to exercise such other powers as necessary to promote the health, safety, and welfare of Anderson County;

WHEREAS, the Anderson County Council determines and finds that the unincorporated area of Anderson County is experiencing significant residential growth which is producing a strain on the infrastructure within the unincorporated areas of the County;

WHEREAS, the Anderson County Council is in the process of updating the County Comprehensive Plan, is aware that multiple voting precincts are in the process of considering zoning, and has engaged CodeWright Planners to conduct a review of the provision of the Anderson County Code which involved developments within the unincorporated areas of the County;

WHEREAS, CodeWright Planners is presently engaged in review of the development provisions of the Anderson County Code and preparation of recommendations of amendments to the development provisions of the Anderson County Code;

WHEREAS, the Anderson County Council determines and finds that it would be beneficial for the promotion of the public interest in orderly and prudent development of the County, for the County to complete the CodeWright project involving review and amendment of the development portions of the Anderson County Code;

WHEREAS, the Anderson County Council further determines and finds that the benefits and effectiveness of the CodeWright project will be aided and facilitated by a temporary moratorium on applications and administration processing of such applications for all residential living unit projects in excess of four (4) individual residential lots within the unincorporated areas of Anderson County;

WHEREAS, the Anderson County Council further determines and finds that a period of ninety (90) days in duration is the minimum reasonable time needed to complete the CodeWright project;

WHEREAS, the Anderson County Council believes and finds that it is appropriate to establish, by this Ordinance, a temporary moratorium period of ninety (90) days on the acceptance, processing, and grant of any approvals, permits, or permissions, as desired herein; and

WHEREAS, the Anderson County Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance.

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

1. Moratorium on Development of Residential Living Units. All activities by Anderson County, including County staff and any of the County's agents, boards, or commissions, in connection with the acceptance, review, processing, and granting of applications for approvals, permits, or permissions related to the development or construction of (a) residential subdivisions of more than four (4) lots, and (b) any residential living unit projects to include townhomes, apartments, duplexes, or any other multi-unit development, all of which are located within the unincorporated area of Anderson County, are temporarily suspended and a temporary moratorium established in order for the County, through its officials and staff and any other agents or contractors, to have adequate time and opportunity to complete the CodeWright project and for County Council to amend the development portions of the Anderson County Code. This Moratorium does not apply to the division of land into parcels of five (5) acres or more where no new street is involved, as provided for in S.C. Code Section 6-29-1110 (4) (b).

2. Moratorium Period. This temporary suspension and temporary moratorium shall remain in effect for ninety (90) days from the date of third reading of this Ordinance when it shall terminate, unless extended by further action of the Council.

3. Pending Ordinance Doctrine. Applications for permits of sufficient form and content as determined by County staff, received by the County prior to the date of the beginning first reading of the adoption of this Ordinance, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.

4. Moratorium Extension. The Council, by subsequent Ordinance, may extend the temporary suspension and temporary moratorium for a further time period upon appropriate funding.

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

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

7. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-037

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 [PROJECT INA] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____, 2025 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Ina], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Ina*”), 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 one or more new distribution/manufacturing facilities in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$18,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

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

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

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

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

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

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

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

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

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

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

ENACTED in meeting duly assembled this _____ day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon, Anderson County Attorney

First Reading: _____, 2025
Second Reading: _____, 2025
Third Reading: _____, 2025
Public Hearing: _____, 2025

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 _____, 2025, _____, 2025, and _____, 2025, 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: _____, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT INA]

Dated as of _____, 2025

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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 Ina
Projected Investment:	\$18,000,000	Projected Jobs:	N/A
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$15,000,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	338.82 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	30 years		
Yearly Increments:	85% years 1-6; 35% years 7-30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSC will be reduced to 20% prospectively.		
4. Other information	In the event \$18,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2025 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 INA], 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 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 one or more distribution/manufacturing facilities in the County.

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

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

6. By enactment of an Ordinance on _____, 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 INA], 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 \$15,000,000.00 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 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.

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

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

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

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

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

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

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

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

“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 338.82 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, 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 one or more distribution/manufacturing facilities, 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, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2026. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and 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 Commencement; Diligent Completion

The Company agrees to commence construction of the Project no later than the end of the 30th month after the date of the County ordinance authorizing this Fee Agreement. If construction of the Project has not commenced by the 30th month after the approval of the County ordinance authorizing this Fee Agreement, the parties agree that this Agreement shall terminate. The Company further 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 338.82 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 thirty (30) consecutive years in an amount equal to eighty-five percent (85%) for years 1 through 6 and thirty-five percent (35%) for years 7 through 30 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) 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 Special Source Credits shall be reduced to 20% on a prospective basis only for the remainder of the Special Source Credit period. If after such a reduction in the Special Source Credits, the Contract Minimum Investment Requirement is met within three (3) years after the end of the Standard Investment Period, the Special Source Credits shall return to the amounts set forth in Section 4.02(a), provided no lost incentives may be recovered.

(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 Standard 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 Standard 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 Standard 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 Standard Investment Period.

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

Section 4.04 Removal of Equipment

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

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

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 twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the 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. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be \$5,000.

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: Toby Whitmire
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 INA]

Name: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[To be added]

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 _____, 2025 between Anderson County, South Carolina and the Company (the "*Agreement*"), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (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 _____, 2025 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. 2025-038

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 INA).

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 _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

FORM APPROVED BY:

County Attorney

First Reading: _____, 2025
Second Reading: _____, 2025
Third Reading: _____, 2025
Public Hearing: _____, 2025

Addition to Exhibit B 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 Ina

To be added

ORDINANCE NO. 2025-039

AN ORDINANCE TO AMEND CHAPTER 12, ARTICLE II, EMERGENCY PREPAREDNESS, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD SECTION 12-48 TITLED “OVERTIME COMPENSATION DURING A DECLARED PERIOD OF DISASTER”; AND OTHER MATTERS RELATED THERETO.

WHEREAS, certain events may occur within Anderson County, South Carolina, and within the State of South Carolina and surrounding states which may result in declaration of a period of disaster;

WHEREAS, employees of Anderson County may be called upon to work during a declaration of a period of disaster, which may include working overtime hours;

WHEREAS, Anderson County may be able to qualify for reimbursement for expenditures during a declaration of a period of disaster from federal and state sources; and

WHEREAS, Anderson County desires to fully compensate its employees for their efforts and sacrifices during a declaration of a period of disaster.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered 12-48, which section reads as follows:

Sec. 12-48. Overtime compensation during a declared period of disaster.
Non-exempt and exempt employees will be permitted to accrue overtime during a formally declared period of disaster. Overtime eligibility applies only to hours worked in direct support of disaster response and recovery operations as assigned and approved by the County Administrator.

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

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-040

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT PIERCE I] 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 _____, 2025 (the “*Inducement Agreement*”) with [entity name], a [state of entity formation] [type of entity] authorized to transact business in the State (the “*Company*”) (which was known to the County at the time as “*Project Pierce I*”), 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 industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$18,300,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “*Multi-County 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 Revenue Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes (“*Negotiated FILOT Payments*”) by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its Negotiated FILOT Payments 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. Revenues generated for the Multi-County Park from the Project through Negotiated FILOT Payments to be retained by the County under the agreement governing the Multi-County Park (“Net Park Fees”) shall be distributed within the County as follows:

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

(b) 35% of such 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

(c) 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 areas comprising the County portion of the Multi-County

Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. 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 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

ENACTED in meeting duly assembled this __th day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: September 16, 2025
Second Reading: October 7, 2025
Public Hearing: October 21, 2025
Third Reading: October 21, 2025

Approved as to Form:

Leon C. Harmon
County Attorney

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 September 16, 2025, October 7, 2025, and October 21, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT PIERCE I]

Dated as of

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE 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 Revenue Credit Agreement (the “Fee Agreement”). This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code. Capitalized terms not defined in this summary have the meanings given such terms in the Fee Agreement.

Company Name:	[Project Pierce I]	Project Name:	Project Pierce
Projected Investment:	\$18,300,000	Projected Jobs:	n/a
Location (street):	[To come]	Tax Map No.:	[To come]
1. FILOT			
Required Investment:	\$2,500,000		
Investment Period:	Five (5) Years; possible five (5) year extension*	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	338.82 mills	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Full prospective and retroactive clawback of the FILOT benefit if Company and all Sponsor Affiliates fail to invest at least \$2,500,000 in the Project during the initial five (5) year period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
3. SSRC			
Total Amount:	For each Phase of investment, 85% for the First Credit Period and 35% for the Second Credit Period.		
No. of Years	30 for each Phase of investment.		
Yearly Increments:	See above		
Clawback information:	If the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement by the Interim Investment Target Date, the SSRC will decrease to 50% prospectively for the remainder of the First Credit Period. However, if Company and all Sponsor Affiliates invest at least the Contract Minimum Investment Requirement by the end of the Initial Investment Period, the SSRC will increase to 85% prospectively for the remainder of the First Credit Period. If the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement by the end of the Initial Investment Period, the SSRC will decrease to 10% for payments for the Second Credit Period.		
4. Other information	*If the Company and all sponsor affiliates invest at least \$18,300,000 in the Project during the Initial Investment Period (a five (5) year investment period), the Initial Investment Period will automatically and without further action by the County be extended for an additional five (5) years, for a total Investment Period of ten (10) years.		

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2025 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 PIERCE I]** (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 new industrial (manufacturing and/or distribution) facility in the County.

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

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

6. By enactment of an Ordinance on _____, 2025 (the “*Ordinance*”), 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:

[remainder of page intentionally blank]

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 Pierce I], a [state of entity] [entity type] authorized to transact business in the State, 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 \$16,300,000 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 this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S, PT-300T or comparable applicable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

“Extended Investment Period” shall mean, if the Company and all Sponsor Affiliates invest not less than \$18,300,000 in the Project during the Initial Investment Period, the period beginning on the day immediately following the last day of the Initial Investment Period and ending ten (10) years after the Commencement Date. If the Company and all Sponsor Affiliates invest not less than \$18,300,000 in the Project during the Initial Investment Period, the Investment Period shall be extended to include the Extended Investment Period without any further or additional action or approval by the County or the Company.

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

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

“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.

“Initial 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.

“Interim Investment Target Date” shall mean the date which is three (3) years following the Commencement Date.

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

“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.

“Ordinance” shall have the meaning given such term in the recitals of this Fee Agreement.

“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.

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

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

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

“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 338.82 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, 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 Revenue 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 lease the Project to an operating tenant for manufacturing and/or distribution use, 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 and meet the Contract Minimum Investment Requirement within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. In the event that construction on the Project (to include grading and site work) has not commenced on or before the date which is three (3) years after the date of enactment of the Ordinance, this Fee Agreement shall terminate and be of no further effect.

(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, PT-300T form or other applicable and comparable form to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Initial 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 338.82 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's first six (6) consecutive FILOT Payments (the "**First Credit Period**") for each Phase of investment in the Project in an amount equal to eighty-five percent (85%), and the Company's next twenty-four (24) consecutive FILOT Payments thereafter (the "**Second Credit Period**") for each Phase of investment in the Project in an amount equal to thirty-five percent (35%), of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to such Phase, calculated and applied after payment of the amount due to 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 Revenue Credit is taken.

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Interim Investment Target Date, the Special Source Revenue Credits to be applied to the FILOT Payments which would otherwise be payable with respect to the First Credit Period remaining after the Interim Investment Target Date for each Phase of Investment shall be reduced from eighty-five percent (85%) of such FILOT Payments to fifty percent (50%) of such FILOT Payments. However, if the Contract Minimum Investment Requirement is not met by the end of the Interim Investment Target Date but is reached prior to the end of the Initial Investment Period, the Special Source Revenue Credits to be applied to the FILOT Payments for the remainder of the First Credit Period following the property tax year in which such Contract Minimum Investment Requirement is satisfied shall be reinstated to eighty-five percent (85%) of such FILOT Payments through the remainder of the First Credit Period for each

Phase of investment in the Project. Additionally, if the Contract Minimum Investment Requirement is not met by the end of the Initial Investment Period, the Special Source Revenue Credits otherwise applicable with respect to the Second Credit Period shall be in an amount equal to ten percent (10%) of such FILOT Payments. Each Special Source Revenue Credit shall be calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(i) Example: Assumptions as to Key Dates and First Credit Period. By way of example only, and for avoidance of doubt, assuming that the first Phase of investment constituting a portion of the Project is placed in service during the 2027 calendar year (for purposes of this example, such phase of investment is referred to as “Phase I”), and the second Phase of investment constituting a portion of the Project is placed in service during the 2029 calendar year (for purposes of this example, such phase of investment is referred to as “Phase II”), then:

(A) the Commencement Date would be December 31, 2027;

(B) the Interim Investment Target Date would be December 31, 2030;

(C) the Initial Investment Period would end December 31, 2032;

(D) FILOT Payments would be due and payable with respect to Phase I starting with the 2028 property tax year (which FILOT Payment would be billed in the fall of 2028 and due and payable on January 15, 2029);

(E) FILOT Payments would be due and payable with respect to Phase II starting with the 2030 property tax year (which FILOT Payment would be billed in the fall of 2030 and would be due and payable on January 15, 2031);

(F) the First Credit Period for Phase I would commence with the FILOT Payment due and payable with respect to the 2028 property tax year, and continue through the FILOT Payment due and payable with respect to the 2033 property tax year; and

(G) The First Credit Period for Phase II would commence with the FILOT Payment due and payable with respect to the 2030 property tax year, and continue through the FILOT Payment due and payable with respect to the 2035 Property Tax Year.

(ii) Example Continued: Contract Minimum Investment Requirement met by the Interim Investment Target Date. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I alone, but is satisfied by the addition of Phase II, there would be no reduction of the Special Source Revenue Credits under subsection (d) above, since the Contract Minimum Investment Requirement would have been satisfied prior to the Interim Investment Target Date of December 31, 2030.

(iii) Example Continued: Contract Minimum Investment Requirement not met by the Interim Investment Target Date. If, however, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I and Phase II, collectively, then the Special Source Revenue Credits applicable to both Phase I and Phase II following the Interim Investment Target Date would reduce from eighty-five percent (85%) to fifty percent (50%) for the remainder of the First Credit Period for both phases of investment. Thus, absent satisfaction of the Contract

Minimum Investment Requirement after the Interim Investment Target Date but before the end of the Initial Investment Period, the failure to satisfy the Contract Minimum Investment Requirement by the Interim Investment Target Date would result in this reduction of the Special Source Revenue Credits for Phase I for the FILOT Payments due with respect to the 2031, 2032 and 2033 property tax years, and would result in this reduction of the Special Source Revenue Credits for Phase II for the FILOT Payments due with respect to the 2031, 2032, 2033, 2034 and 2035 property tax years.

(iv) Example Continued: Contract Minimum Investment Requirement not met by Interim Investment Target Date but met by the end of the Initial Investment Period. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I and Phase II collectively, but is satisfied, collectively, by Phase I, Phase II and a third Phase of investment in the Project placed in service during the 2031 calendar year (for purposes of this example, such Phase of investment is referred to as “Phase III”), then the Special Source Revenue Credits would reduce from eighty-five percent (85%) to fifty percent (50%) following the Interim Investment Target Date for the FILOT Payment to be made for Phase I and Phase II for the 2031 property tax year, but would then return to eighty-five percent (85%) for Phase I, Phase II and Phase III commencing with the FILOT Payment due with respect to the 2032 property tax year and for the remainder of the First Credit Period for each Phase of investment thereafter.

(v) Example Continued: Second Credit Period. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is further assumed that the Contract Minimum Investment Requirement is not satisfied by the end of the Initial Investment Period, then, in addition to the reduction of the Special Source Revenue Credits during the First Credit Period described in subsection 4.02(d)(iii) above, the Special Source Revenue Credits provided for under 4.02(a) for each Phase with respect to the Second Credit Period would be reduced from thirty-five percent (35%) to ten percent (10%) as provided under subsection 4.02(d).

(e) As provided in Section 4-29-68 of the Code, to the extent any 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 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 Revenue 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 Revenue Credit to be provided to the Company for such property tax year.

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Initial 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 Initial Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Initial 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 Initial 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 Revenue 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, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of thirty-six (36) months. The County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed thirty-six (36) months, shall not be deemed a "cessation of operations" hereunder. 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 Initial 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 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; (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. Notwithstanding the foregoing, the Company shall be required to pay Administration Expenses (including attorneys' fees of the County) of \$4,500 for the initial negotiation, review and approval of this Fee Agreement and related documents.

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 Pierce I]
[Address]

With a copy to:

Burr & Forman LLP
Attn: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, SC 29601

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, SC 29622

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 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.

[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 County Administrator and 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: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

[PROJECT PIERCE I]

By:
Its:

By: _____

Its:

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

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [Project Pierce I] (the “**Company**”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2025 between Anderson County, South Carolina and the Company (the “**Agreement**”), as follows:

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

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

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

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

[Project Pierce I]

By:
Its:

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Pierce I] (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2025 between Anderson 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:

<u>Personal Property Description</u>	<u>Investment Amount</u>
--------------------------------------	--------------------------

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 Pierce I]

Name:

Its:

ORDINANCE NO. 2025-041

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT PIERCE II] 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 _____, 2025 (the “*Inducement Agreement*”) with [entity name], a [state of entity formation] [type of entity] authorized to transact business in the State (the “*Company*”) (which was known to the County at the time as “*Project Pierce II*”), 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 industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$18,600,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “*Multi-County 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 Revenue Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes (“*Negotiated FILOT Payments*”) by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its Negotiated FILOT Payments 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. Revenues generated for the Multi-County Park from the Project through Negotiated FILOT Payments to be retained by the County under the agreement governing the Multi-County Park (“Net Park Fees”) shall be distributed within the County as follows:

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

(b) 35% of such 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

(c) 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 areas comprising the County portion of the Multi-County

Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. 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 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

ENACTED in meeting duly assembled this __th day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: September 16, 2025
Second Reading: October 7, 2025
Public Hearing: October 21, 2025
Third Reading: October 21, 2025

Approved as to Form:

Leon C. Harmon
County Attorney

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 September 16, 2025, October 7, 2025, and October 21, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT PIERCE II]

Dated as of

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE 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 Revenue Credit Agreement (the “Fee Agreement”). This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code. Capitalized terms not defined in this summary have the meanings given such terms in the Fee Agreement.

Company Name:	[Project Pierce II]	Project Name:	Project Pierce
Projected Investment:	\$18,600,000	Projected Jobs:	n/a
Location (street):	[To come]	Tax Map No.:	[To come]
1. FILOT			
Required Investment:	\$2,500,000		
Investment Period:	Five (5) Years; possible five (5) year extension*	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	338.82 mills	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Full prospective and retroactive clawback of the FILOT benefit if Company and all Sponsor Affiliates fail to invest at least \$2,500,000 in the Project during the initial five (5) year period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
3. SSRC			
Total Amount:	For each Phase of investment, 85% for the First Credit Period and 35% for the Second Credit Period.		
No. of Years	30 for each Phase of investment.		
Yearly Increments:	See above		
Clawback information:	If the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement by the Interim Investment Target Date, the SSRC will decrease to 50% prospectively for the remainder of the First Credit Period. However, if Company and all Sponsor Affiliates invest at least the Contract Minimum Investment Requirement by the end of the Initial Investment Period, the SSRC will increase to 85% prospectively for the remainder of the First Credit Period. If the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement by the end of the Initial Investment Period, the SSRC will decrease to 10% for payments for the Second Credit Period.		
4. Other information	*If the Company and all sponsor affiliates invest at least \$18,600,000 in the Project during the Initial Investment Period (a five (5) year investment period), the Initial Investment Period will automatically and without further action by the County be extended for an additional five (5) years, for a total Investment Period of ten (10) years.		

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2025 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 PIERCE II] (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 new industrial (manufacturing and/or distribution) facility in the County.

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

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

6. By enactment of an Ordinance on _____, 2025 (the “*Ordinance*”), 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:

[remainder of page intentionally blank]

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 Pierce II], a [state of organization] [entity type] authorized to transact business in the State, 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 \$16,600,000 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 this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S, PT-300T or comparable applicable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

“Extended Investment Period” shall mean, if the Company and all Sponsor Affiliates invest not less than \$18,600,000 in the Project during the Initial Investment Period, the period beginning on the day immediately following the last day of the Initial Investment Period and ending ten (10) years after the Commencement Date. If the Company and all Sponsor Affiliates invest not less than \$18,600,000 in the Project during the Initial Investment Period, the Investment Period shall be extended to include the Extended Investment Period without any further or additional action or approval by the County or the Company.

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

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

“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.

“Initial 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.

“Interim Investment Target Date” shall mean the date which is three (3) years following the Commencement Date.

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

“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.

“Ordinance” shall have the meaning given such term in the recitals of this Fee Agreement.

“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.

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

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

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

“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 338.82 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, 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 Revenue 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 lease the Project to an operating tenant for manufacturing and/or distribution use, 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 and meet the Contract Minimum Investment Requirement within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2028. In the event that construction of the Project (to include grading and site work) has not commenced on or before the date which is three (3) years after the date of enactment of the Ordinance, this Fee Agreement shall terminate and be of no further effect.

(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, PT-300T form or other applicable and comparable form to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Initial 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 338.82 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's first six (6) consecutive FILOT Payments (the "**First Credit Period**") for each Phase of investment in the Project in an amount equal to eighty-five percent (85%), and the Company's next twenty-four (24) consecutive FILOT Payments thereafter (the "**Second Credit Period**") for each Phase of investment in the Project in an amount equal to thirty-five percent (35%), of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to such Phase, calculated and applied after payment of the amount due to 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 Revenue Credit is taken.

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Interim Investment Target Date, the Special Source Revenue Credits to be applied to the FILOT Payments which would otherwise be payable with respect to the First Credit Period remaining after the Interim Investment Target Date for each Phase of Investment shall be reduced from eighty-five percent (85%) of such FILOT Payments to fifty percent (50%) of such FILOT Payments. However, if the Contract Minimum Investment Requirement is not met by the end of the Interim Investment Target Date but is reached prior to the end of the Initial Investment Period, the Special Source Revenue Credits to be applied to the FILOT Payments for the remainder of the First Credit Period following the property tax year in which such Contract Minimum Investment Requirement is satisfied shall be reinstated to eighty-five percent (85%) of such FILOT Payments through the remainder of the First Credit Period for each

Phase of investment in the Project. Additionally, if the Contract Minimum Investment Requirement is not met by the end of the Initial Investment Period, the Special Source Revenue Credits otherwise applicable with respect to the Second Credit Period shall be in an amount equal to ten percent (10%) of such FILOT Payments. Each Special Source Revenue Credit shall be calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(i) Example: Assumptions as to Key Dates and First Credit Period. By way of example only, and for avoidance of doubt, assuming that the first Phase of investment constituting a portion of the Project is placed in service during the 2027 calendar year (for purposes of this example, such phase of investment is referred to as “Phase I”), and the second Phase of investment constituting a portion of the Project is placed in service during the 2029 calendar year (for purposes of this example, such phase of investment is referred to as “Phase II”), then:

(A) the Commencement Date would be December 31, 2027;

(B) the Interim Investment Target Date would be December 31, 2030;

(C) the Initial Investment Period would end December 31, 2032;

(D) FILOT Payments would be due and payable with respect to Phase I starting with the 2028 property tax year (which FILOT Payment would be billed in the fall of 2028 and due and payable on January 15, 2029);

(E) FILOT Payments would be due and payable with respect to Phase II starting with the 2030 property tax year (which FILOT Payment would be billed in the fall of 2030 and would be due and payable on January 15, 2031);

(F) the First Credit Period for Phase I would commence with the FILOT Payment due and payable with respect to the 2028 property tax year, and continue through the FILOT Payment due and payable with respect to the 2033 property tax year; and

(G) The First Credit Period for Phase II would commence with the FILOT Payment due and payable with respect to the 2030 property tax year, and continue through the FILOT Payment due and payable with respect to the 2035 Property Tax Year.

(ii) Example Continued: Contract Minimum Investment Requirement met by the Interim Investment Target Date. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I alone, but is satisfied by the addition of Phase II, there would be no reduction of the Special Source Revenue Credits under subsection (d) above, since the Contract Minimum Investment Requirement would have been satisfied prior to the Interim Investment Target Date of December 31, 2030.

(iii) Example Continued: Contract Minimum Investment Requirement not met by the Interim Investment Target Date. If, however, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I and Phase II, collectively, then the Special Source Revenue Credits applicable to both Phase I and Phase II following the Interim Investment Target Date would reduce from eighty-five percent (85%) to fifty percent (50%) for the remainder of the First Credit Period for both phases of investment. Thus, absent satisfaction of the Contract

Minimum Investment Requirement after the Interim Investment Target Date but before the end of the Initial Investment Period, the failure to satisfy the Contract Minimum Investment Requirement by the Interim Investment Target Date would result in this reduction of the Special Source Revenue Credits for Phase I for the FILOT Payments due with respect to the 2031, 2032 and 2033 property tax years, and would result in this reduction of the Special Source Revenue Credits for Phase II for the FILOT Payments due with respect to the 2031, 2032, 2033, 2034 and 2035 property tax years.

(iv) Example Continued: Contract Minimum Investment Requirement not met by Interim Investment Target Date but met by the end of the Initial Investment Period. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is assumed further that the Contract Minimum Investment Requirement is not satisfied by Phase I and Phase II collectively, but is satisfied, collectively, by Phase I, Phase II and a third Phase of investment in the Project placed in service during the 2031 calendar year (for purposes of this example, such Phase of investment is referred to as “Phase III”), then the Special Source Revenue Credits would reduce from eighty-five percent (85%) to fifty percent (50%) following the Interim Investment Target Date for the FILOT Payment to be made for Phase I and Phase II for the 2031 property tax year, but would then return to eighty-five percent (85%) for Phase I, Phase II and Phase III commencing with the FILOT Payment due with respect to the 2032 property tax year and for the remainder of the First Credit Period for each Phase of investment thereafter.

(v) Example Continued: Second Credit Period. If, under the example assumptions set forth in subsection 4.02(d)(i) above, it is further assumed that the Contract Minimum Investment Requirement is not satisfied by the end of the Initial Investment Period, then, in addition to the reduction of the Special Source Revenue Credits during the First Credit Period described in subsection 4.02(d)(iii) above, the Special Source Revenue Credits provided for under 4.02(a) for each Phase with respect to the Second Credit Period would be reduced from thirty-five percent (35%) to ten percent (10%) as provided under subsection 4.02(d).

(e) As provided in Section 4-29-68 of the Code, to the extent any 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 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 Revenue 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 Revenue Credit to be provided to the Company for such property tax year.

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Initial 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 Initial Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Initial 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 Initial 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, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of thirty-six (36) months. The County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed thirty-six (36) months, shall not be deemed a "cessation of operations" hereunder. 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 Initial 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 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; (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. Notwithstanding the foregoing, the Company shall be required to pay Administration Expenses (including attorneys' fees of the County) of \$4,500 for the initial negotiation, review and approval of this Fee Agreement and related documents.

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 Pierce II]
[Address]

With a copy to:

Burr & Forman LLP
Attn: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, SC 29601

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, SC 29622

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 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.

[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 County Administrator and 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: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

[PROJECT PIERCE II]

By:
Its:

By: _____

Its:

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

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [Project Pierce II] (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2025 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

[Project Pierce II]

By:
Its:

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Pierce II] (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2025 between Anderson 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:

<u>Personal Property Description</u>	<u>Investment Amount</u>
--------------------------------------	--------------------------

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 Pierce II]

Name:

Its:

ORDINANCE NO. 2025-042

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 November 16, 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 to a certain company currently or formerly known to Anderson County as Project Pierce I and Project Pierce II, 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 the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Sections 3(A) and 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 B as so revised, without further action by either county.

DONE in meeting duly assembled this ____th day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: September 16, 2025
Second Reading: October 7, 2025
Public Hearing: October 21, 2025
Third Reading: October 21, 2025

Approved as to Form:

Leon C. Harmon
County Attorney

Addition to Exhibit B 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 Pierce I and Project Pierce II Property Description

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 September 16, 2025, October 7, 2025, and October 21, 2025, 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: _____, 2025

ORDINANCE NO. 2025-043

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND USE ORDINANCE, BY ADDING SECTION 24-2000. TO PROVIDE REGULATIONS FOR SOLAR ENERGY FACILITIES IN THE UNINCORPORATED PART OF ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

RESOLUTION NO. 2025-37

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT PIERCE I, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, PROJECT PIERCE I (the “*Company*”) has requested that the County assist in 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 industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$18,300,000 in non-exempt investment in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the **“Multi-County Park Authority”**), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a **“Park”**) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the **“Park Agreement”**); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source revenue credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the **“Inducement Agreement”**) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source revenue credit agreement (the **“Fee Agreement”**).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ___ day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

Approved as to Form:

Leon C. Harmon
County Attorney

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2025 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and [PROJECT PIERCE I] (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source revenue credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in an estimated investment by the Company in the Project of \$18,300,000 (the “*Investment Target*”), but not less than \$16,300,000 (the “*Minimum Investment*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Initial Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2025, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company with respect to the Project (the ***“Fee Agreement”***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years for each year of capital investment made in the Project during the Initial Investment Period and, if applicable, during the Extended Investment Period (as such term is defined below)(each such year of capital investment being a ***“Phase”***), commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the event that the Company, together with any sponsor affiliates joining with the Company as parties to the Fee Agreement, invests at least the Investment Target in the Project during the Initial Investment Period, the Initial Investment Period shall be extended for an additional five (5) years without further action by the Company or the County (the ***“Extended Investment Period”***).

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(d) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years for each Phase of investment made under the Fee Agreement during the Initial Investment Period, and, if applicable, the Extended Investment Period (collectively, the ***“Investment Period”***). The amounts of such payments shall be determined by using (i) an

assessment ratio of 6%; (ii) a fixed millage rate of 338.82 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2025); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(e) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide special source revenue credits (the “*Special Source Revenue Credits*”) against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company with respect to its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual Special Source Revenue Credit for each Phase of investment comprising a portion of the Project placed in service during the Investment Period equal to eighty-five percent (85%) of each of the first six (6) years of payments in lieu of taxes with respect to such Phase, and thirty-five percent (35%) of each of the seventh (7th) through the thirtieth (30th) years of payments in lieu of taxes with respect to such Phase, all such Special Source Revenue Credits to be calculated and applied after any amount due the non-host county(ies).

Should the Minimum Investment not be met by December 31st of the third (3rd) year after the year in which any portion of the Project is first placed in service (the “*Interim Investment Threshold Date*”), the remaining Special Source Revenue Credits against the Company’s payments in lieu of taxes which would otherwise be equal to eighty-five percent (85%) of the amount of such payments in lieu of taxes under the preceding paragraph will prospectively be reduced to fifty percent (50%); provided, however, that if the Minimum Investment is not met by the Interim Investment Threshold Date but is reached prior to the end of the Initial Investment Period, the Special Source Revenue Credits shall be reinstated prospectively to eighty-five percent (85%) through the Company’s sixth (6th) year of payments in lieu of taxes for each Phase of investment in the Project. If the Minimum Investment is not met by the end of the Initial Investment Period, the Special Source Revenue Credits against the Company’s seventh (7th) and remaining FILOT Payments for each Phase of investment in the Project shall be in an amount equal to ten percent (10%).

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

In no event shall the aggregate amount of any Special Source Revenue Credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$2,500,000 in connection with the Project, by the end of the Initial Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Initial Investment Period.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County \$4,500 for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; provided, however, that the Company's obligation to reimburse the County in connection with the review and execution of the Resolution and this Agreement, as well as the review, execution and approval of the Fee Agreement, shall be \$4,500; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Initial Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2026, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further

rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement, in the amount of \$4,500.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

By: _____
County Administrator

By: _____
Clerk to County Council of Anderson County

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT PIERCE I]

By:

Its:

By: _____

Its:

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of _____, 2025, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2025

RESOLUTION NO. 2025-038

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT PIERCE II, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, PROJECT PIERCE II (the “*Company*”) has requested that the County assist in 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 industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$18,600,000 in non-exempt investment in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the **“Multi-County Park Authority”**), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a **“Park”**) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the **“Park Agreement”**); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source revenue credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the **“Inducement Agreement”**) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source revenue credit agreement (the **“Fee Agreement”**).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ___ day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

Approved as to Form:

Leon C. Harmon
County Attorney

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2025 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and [PROJECT PIERCE II] (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source revenue credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial (manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in an estimated investment by the Company in the Project of \$18,600,000 (the “*Investment Target*”), but not less than \$16,600,000 (the “*Minimum Investment*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Initial Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2025, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company with respect to the Project (the “*Fee Agreement*”).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years for each year of capital investment made in the Project during the Initial Investment Period and, if applicable, during the Extended Investment Period (as such term is defined below) (each such year of capital investment being a “*Phase*”), commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the event that the Company, together with any sponsor affiliates joining with the Company as parties to the Fee Agreement, invests at least the Investment Target in the Project during the Initial Investment Period, the Initial Investment Period shall be extended for an additional five (5) years without further action by the Company or the County (the “*Extended Investment Period*”).

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(d) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years for each Phase of investment made under the Fee Agreement during the Initial Investment Period, and, if applicable, the Extended Investment Period (collectively, the “*Investment Period*”). The amounts of such payments shall be determined by using (i) an

assessment ratio of 6%; (ii) a fixed millage rate of 338.82 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2025); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(e) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide special source revenue credits (the “*Special Source Revenue Credits*”) against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company with respect to its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual Special Source Revenue Credit for each Phase of investment comprising a portion of the Project placed in service during the Investment Period equal to eighty-five percent (85%) of each of the first six (6) years of payments in lieu of taxes with respect to such Phase, and thirty-five percent (35%) of each of the seventh (7th) through the thirtieth (30th) years of payments in lieu of taxes with respect to such Phase, all such Special Source Revenue Credits to be calculated and applied after any amount due the non-host county(ies).

Should the Minimum Investment not be met by December 31st of the third (3rd) year after the year in which any portion of the Project is first placed in service (the “*Interim Investment Threshold Date*”), the remaining Special Source Revenue Credits against the Company’s payments in lieu of taxes which would otherwise be equal to eighty-five percent (85%) of the amount of such payments in lieu of taxes under the preceding paragraph will prospectively be reduced to fifty percent (50%); provided, however, that if the Minimum Investment is not met by the Interim Investment Threshold Date but is reached prior to the end of the Initial Investment Period, the Special Source Revenue Credits shall be reinstated prospectively to eighty-five percent (85%) through the Company’s sixth (6th) year of payments in lieu of taxes for each Phase of investment in the Project. If the Minimum Investment is not met by the end of the Initial Investment Period, the Special Source Revenue Credits against the Company’s seventh (7th) and remaining FILOT Payments for each Phase of investment in the Project shall be in an amount equal to ten percent (10%).

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

In no event shall the aggregate amount of any Special Source Revenue Credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$2,500,000 in connection with the Project, by the end of the Initial Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Initial Investment Period.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County \$4,500 for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; provided, however, that the Company's obligation to reimburse the County in connection with the review and execution of the Resolution and this Agreement, as well as the review, execution and approval of the Fee Agreement, shall be \$4,500; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Initial Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2026, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further

rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement, in the amount of \$4,500.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

By: _____
County Administrator

By: _____
Clerk to County Council of Anderson County

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT PIERCE II]

By:

Its:

By: _____

Its:

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of _____, 2025, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2025



MEMORANDUM

ANDERSON COUNTY ADMINISTRATOR'S OFFICE

DATE: 9/10/2025

TO: COUNTY COUNCIL

CC: RUSTY BURNS, COUNTY ADMINISTRATOR
RITA DAVIS, FINANCE DIRECTOR
ATAX COMMITTEE MEMBERS

FROM: STEVE NEWTON
Governmental Affairs

SUBJECT: 2025-26 ATAX TOURISM-RELATED FUND RECOMMENDATIONS

On behalf of the ATAX Advisory Board, I am pleased to submit the attached recommendations for distribution of this year's ATAX Tourism-Related projects allocation.

The board met at 6:00 PM September 9th at the Anderson County Main Library. Four members were in attendance:

- Katie Tillman (Hospitality/Other Sector—elected Chair)
- Michael Cannon (Hospitality/Lodging Sector)
- Terri Brooks (Cultural Interest Representative)
- Tommy Price (At-Large)

The board had \$464,531.22 to allocate among 50 applications requesting a total of \$762,965.93. We feel that the recommendations reflect an equitable distribution of available resources, with most recurring projects receiving funding at our above last year's levels.

Please contact me if you have any questions or require further information.

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn A. Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

ANDERSON COUNTY ATAX 25-26; REQUESTS & RECOMMENDATIONS SUMMARY

#	Applicant	Event	Amount Requested	Last Year	Staff Rec.	Advisory Committee
1	Anderson Area YMCA	Michelin Midnight Flight	\$ 3,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
2	Anderson Arts Center	Marketing & Operations	\$ 30,000.00	\$ 12,686.36	\$ 15,000.00	\$ 15,950.07
3	Anderson County CVB	ACA Hartwell Slam	\$ 25,000.00	\$ -	\$ 20,000.00	\$ 20,000.00
4	Anderson County CVB	Advertising	\$ 25,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00
5	Anderson County CVB	Bass University	\$ 15,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00
6	Anderson County CVB	Bassmaster Team Championship	\$ 20,000.00	\$ -	\$ 17,000.00	\$ 17,000.00
7	Anderson County CVB	Marketing	\$ 42,000.00	\$ 25,000.00	\$ 28,950.07	\$ 28,000.00
8	Anderson County CVB	MLF College/High School Open	\$ 18,000.00	\$ -	\$ 17,000.00	\$ 17,000.00
9	Anderson County CVB	NPFL Championship	\$ 25,000.00	\$ -	\$ 19,000.00	\$ 19,000.00
10	Anderson County CVB	Operations	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
11	Anderson County CVB	SC USA Gymnastics	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00
12	Anderson County CVB	Tiger Classic Gymnastics	\$ 12,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
13	Anderson County Museum	Bicentennial Celebration	\$ 14,500.00	\$ -	\$ 14,500.00	\$ 14,500.00
14	Anderson County Museum	Promotions	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
15	Anderson County Parks	Rhythm on the River	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
16	Anderson Senior Follies	Advertising	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
17	ASEC-Celebrate Anderson	Advertising	\$ 75,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00

#	Applicant	Event	Amount Requested	Last Year	Staff Rec.	Advisory Committee
18	ASEC-Rock The Country	Advertising	\$ 100,000.00	\$ 37,500.00	\$ 50,000.00	\$ 50,000.00
19	Belton Alliance/Chili Cookoff	Advertising	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
20	Belton Area Museum Assn.	Improvements	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
21	Belton Area Museum Assn.	Marketing	\$ 2,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
22	Belton Center for the Arts	Advertising	\$ 6,550.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
23	Belton Tennis Association	Palmetto Championship	\$ 10,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00
24	Clemson Little Theatre	25-26 Season Promotion	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
25	Discover Upcountry Carolina	Marketing	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
26	Electric City Playhouse	Advertising/Marketing	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00
27	Electric City Quilters	2026 Quilt Show	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00
28	Envision Williamston	Promoting Tourism	\$ 15,000.00	\$ -	\$ 12,000.00	\$ 12,000.00
29	GAMAC	25-26 Season Promotion	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
30	Garrison Arena-Advertising	Arena Marketing	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
31	Garrison Arena-Expo	Expo Center Marketing	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
32	Honea Path	Billboard	\$ 24,375.00	\$ -	\$ -	\$ -
33	Honea Path	Fall Festival	\$ 9,200.00	\$ 4,300.00	\$ 7,000.00	\$ 7,000.00
34	Honea Path	Independence Day	\$ 7,900.00	\$ 5,400.00	\$ 7,900.00	\$ 7,900.00
35	Honea Path	Spring Bluegrass Festival	\$ 6,600.00	\$ 3,000.00	\$ 6,600.00	\$ 6,600.00
36	Honea Path	Watkins Center	\$ 1,431.15	\$ -	\$ 1,431.15	\$ 1,431.15
37	Honea Path	Welcome Rack	\$ 1,400.00	\$ 1,285.00	\$ 1,400.00	\$ 1,400.00
38	Iva Community Rec.	Dixie Youth Softball Tournament	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00

#	Applicant	Event	Amount Requested	Last Year	Staff Rec.	Advisory Committee
39	Lake Hartwell Country	Marketing	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
40	Main Street Program of Anderson	Car Show	\$ 7,500.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
41	Main Street Program of Anderson	Regional Promotion	\$ 5,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
42	Market Theatre	Margaritaville Musical @ Green Pond	\$ 25,000.00	\$ -	\$ 12,500.00	\$ 12,500.00
43	Meals on Wheels Anderson	Hartwell Lake Charity Run	\$ 1,000.00	\$ -	\$ -	\$ -
44	Mill Town Players	Season Promotions	\$ 3,889.78	\$ 2,395.00	\$ 3,200.00	\$ 3,200.00
45	Pendleton Historic Foundation	Marketing	\$ 9,770.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00
46	SC Jersey Cattle Assoc.	Cattle Show	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
47	Upstate Heritage Quilt Trail	Marketing	\$ 1,200.00	\$ 1,000.00	\$ 750.00	\$ 750.00
48	Williamston (Town)	Freedom Festival	\$ 25,000.00	\$ -	\$ 4,000.00	\$ 4,000.00
49	Williamston Spring Water Committee	Christmas Festival	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
50	Williamston Spring Water Committee	Spring Water Festival	\$ 2,850.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL			\$ 762,965.93		\$ 464,531.22	\$ 464,531.22
AVAILABLE FOR ALLOCATION			\$ 464,531.22		\$ 464,531.22	\$ 464,531.22
VARIANCE			\$ 298,434.71		\$ -	\$ -

**Anderson County ATAX Committee
Requests & Recommendation Summary for FY 2025-2026**

Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2025-26. **Total ATAX Funds Requested: \$762,965.93** (\$716,675 last year). **Total ATAX Funds Available: \$461,531.22** (\$357,066.36 last year).

1. Applicant: Anderson Area YMCA
 Project: Michelin Midnight Flight
 Duration: August 14, 2026
 Description: Seeks ATAX for marketing & advertising in running journals, regional print & broadcast media; 175 out-of-town runners with 80 hotel room nights projected
FY 25 Allocation: N/A
FY 25 Request: \$3,000
County Staff: \$2,000
Committee: \$2,000
Council: \$

2. Applicant: Anderson Arts Center
 Project: Attracting Tourists through the Arts
 Duration: October 2025-September 2026
 Description: Requests ATAX for advertising to tourists & operational costs for its building.
FY 25 Allocation: \$12,686.37
FY 26 Request: \$30,000
County Staff: \$15,000
Committee: \$15,950.07
Council: \$

3. Applicant: Anderson County CVB
 Project: ACA (Association of Collegiate Anglers) Hartwell Slam
 Duration: March 27-29, 2026
 Description: Estimated 1,000 hotel room nights with \$500K economic impact. ATAX funds requested for advertising, tourist shuttle transportation & municipal services to serve tourists, and marketing
FY 25 Allocation: NA
FY 26 Request: \$25,000
County Staff: \$20,000
Committee: \$20,000
Council: \$

4. Applicant: Anderson County CVB
 Project: Advertising
 Duration: October 2025-September 2026
 Description: ATAX will pay for: print advertising (including State Travel Guide, Discover Upcountry, digital/social media ads, and trade/expo shows).
FY 25 Allocation: \$13,000
FY 26 Request: \$25,000
County Staff: \$15,000
Committee: \$15,000
Council: \$

5. Applicant: Anderson County CVB
Project: Bass University
Duration: January 16-18, 2026
Description: Pro fisherman teaching techniques. Previous edition yielded 250 room nights with attendees from 10 states. Funds to pay for TV, digital, and social media ads.
FY 25 Allocation: \$10,000
FY 26 Request: \$15,000
County Staff: \$12,500
Committee: \$12,500
Council: \$
6. Applicant: Anderson County CVB
Project: Bassmaster Team Championship
Duration: December 3-6, 2025
Description: 2022 event generated over 2,700 room nights.
FY 25 Allocation: N/A
FY 26 Request: \$20,000
County Staff: \$17,000
Committee: \$17,000
Council: \$
7. Applicant: Anderson County CVB
Project: Marketing
Duration: October 2025-September 2026
Description: ATAX is requested for: destination marketing plan, social media marketing, angler sponsorships, visitor center updates, and related eligible expenditures
FY 25 Allocation: \$25,000
FY 26 Request: \$42,000
County Staff: \$28,950.07
Committee: \$28,000
Council: \$
8. Applicant: Anderson County CVB
Project: Major League Fishing College/High School Open
Duration: October 24-25, 2025
Description: 1,000+ room nights estimated (based on previous host numbers)
FY 25 Allocation: N/A
FY 26 Request: \$18,000
County Staff: \$17,000
Committee: \$17,000
Council: \$
9. Applicant: Anderson County CVB
Project: NPFL Championship
Duration: October 24-25, 2025
Description: Estimated 350-500+ room nights
FY 25 Allocation: N/A
FY 26 Request: \$25,000
County Staff: \$19,000
Committee: \$19,000
Council: \$

10. Applicant: Anderson County CVB
 Project: Operational Funding
 Duration: October 2025-September 2026
 Description: ATAX would help pay for the operation of its Visitor Center including common area maintenance, insurance & utilities.
- FY 25 Allocation: \$15,000**
FY 26 Request: \$30,000
County Staff: \$30,000
Committee: \$30,000
Council: \$
11. Applicant: Anderson County CVB
 Project: SC USA Gymnastics
 Duration: March 20-22, 2026
 Description: This event will draw 1,000 competitors from across the state, with 70% coming from the Midlands and Lowcountry. ATAX would pay for marketing costs and public safety services.
- FY 25 Allocation: N/A**
FY 26 Request: \$12,000
County Staff: \$12,000
Committee: \$12,000
Council: \$
12. Applicant: Anderson County CVB
 Project: Tiger Classic Gymnastics
 Duration: February 5-8, 2026
 Description: Up to 1,000 competitors expected from SC, GA, NC, and other states. Four-day event. ATAX would pay for marketing costs and public safety services.
- FY 25 Allocation: \$5,000**
FY 26 Request: \$12,000
County Staff: \$12,000
Committee: \$12,000
Council: \$
13. Applicant: Anderson County Museum
 Project: Anderson County Bicentennial Parade
 Duration: September 2026
 Description: ATAX funding would go towards digital & print ads and provide for eligible municipal services. Applicant will also promote the event at SC Welcome Centers.
- FY 25 Allocation: N/A**
FY 26 Request: \$14,500
County Staff: \$14,500
Committee: \$14,500
Council: \$

14. Applicant: Anderson County Museum
 Project: Promotion of Museum Events & Exhibits 2025-26
 Duration: October 2025-September 2026
 Description: ATAX funding would go towards digital ads, print ads, and social media advertising (\$6,000). It will advertise permanent exhibits, special events and programs to tourists.
- FY 25 Allocation: \$24,000**
FY 26 Request: \$30,000
County Staff: \$24,000
Committee: \$24,000
Council: \$
15. Applicant: Anderson County Parks
 Project: Saluda River Rally
 Duration: June 6, 2026
 Description: ATAX would fund electronic billboard ads to tourists, regional & national kayak magazine ads & promoting the event at other kayaking events in GA & NC. Projected 40 hotel room nights generated
- FY 25 Allocation: \$4,000**
FY 26 Request: \$10,000
County Staff: \$4,000
Committee: \$4,000
Council: \$
16. Applicant: Anderson Senior Follies
 Project: The Last Resort 2026
 Duration: March 12-15, 2026
 Description: ATAX would fund print ads to tourists. 70+ groups and busses from SC, NC, GA, FL, KY, OH, MI, VI. Zip code data confirms 76% of tickets sold for 2025 show came from outside of Anderson zip codes.
- FY 25 Allocation: \$1,500**
FY 26 Request: \$2,500
County Staff: \$1,500
Committee: \$1,500
Council: \$
17. Applicant: Anderson Sports & Entertainment Center
 Project: Celebrate Anderson
 Duration: September 2026
 Description: Attracts 1,000+ tourists from out of market areas in South Carolina & 1,700 from other states. Requesting ATAX for Municipal Services to serve tourists & Advertising to Tourists
- FY 25 Allocation: \$12,000**
FY 26 Request: \$75,000
County Staff: \$12,000
Committee: \$12,000
Council: \$

18. Applicant: Anderson Sports & Entertainment Center
 Project: Rock the Country
 Duration: Summer 2026
 Description: This year’s event attracted 41,000 people each of its two days. 9,000 hotel rooms plus camping at facilities in the community. 32,300 fans were from out-of-market zip codes. Requesting ATAX for Municipal Services to serve tourists, Tourist Shuttle Transportation & Advertising to Tourists
- FY 25 Allocation: \$37,500**
FY 26 Request: \$100,000
County Staff: \$50,000
Committee: \$50,000
Council: \$
19. Applicant: Belton Alliance
 Project: SC Chili Cook-Off
 Duration: April 18 & 19, 2026
 Description: ATAX is requested for print ads, radio ads, and website
- FY 25 Allocation: \$3,000**
FY 26 Request: \$6,000
County Staff: \$6,000
Committee: \$6,000
Council: \$
20. Applicant: Belton Area Museum Assn.
 Project: Facility Improvements
 Duration: October 2025-September 2026
 Description: ATAX would pay for permanent improvement at the museum—specifically, a new picture hanging system in the North End Gallery. Staff believes this can be considered an ATAX-eligible expense under regulations concerning operational costs.
- FY 25 Allocation: NA**
FY 26 Request: \$1,500
County Staff: \$1,500
Committee: \$1,500
Council: \$
21. Applicant: Belton Area Museum Assn.
 Project: Promotions/Advertising
 Duration: October 2025-September 2026
 Description: ATAX requested for an ad in the Upcountry SC Visitor Guide & Webhosting.
- FY 25 Allocation: \$1,500**
FY 26 Request: \$2,500
County Staff: \$2,500
Committee: \$2,500
Council: \$

22. Applicant: Belton Center for the Arts
 Project: Arts Events & Activities
 Duration: October 2025-September 2026
 Description: ATAX requested for internet and social media-based promotions, and printed ads in regional publications.
- FY 25 Allocation: \$3,000**
FY 26 Request: \$6,550
County Staff: \$4,000
Committee: \$4,000
Council: \$
23. Applicant: Belton Tennis Association
 Project: Six Tennis Tournaments/Events
 Duration: October 2025-September 2026
 Description: The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for next year's event are expected to be more than 350 players. ATAX funding will be used for advertising, promotions and billboards. BTA will also host the Hall of Fame Classic, Belton Spring & Fall Championships, Belton Bash & Special Populations Unified Doubles. 760 room nights are projected for these activities.
- FY 25 Allocation: \$9,000**
FY 26 Request: \$10,000
County Staff: \$10,000
Committee: \$10,000
Council: \$
24. Applicant: Clemson Little Theatre
 Project: Annual Advertising Budget
 Duration: October 2025-September 2026
 Description: ATAX would fund promotional mailings, new season brochures social media & radio ads.
- FY 25 Allocation: \$500**
FY 26 Request: \$500
County Staff: \$500
Committee: \$500
Council: \$
25. Applicant: Discover Upcountry Carolina Assn.
 Project: Advertising & Marketing
 Duration: October 2025-September 2026
 Description: ATAX would fund print Ads to tourists in publications including Southern Living, SE Travel Guide & Woman's Day. ATAX would also fund digital ads, trade shows & press tours.
- FY 25 Allocation: \$10,000**
FY 26 Request: \$25,000
County Staff: \$10,000
Committee: \$10,000
Council: \$

26. Applicant: Electric City Playhouse
Project: Marketing Outreach
Duration: October 2025-September 2026
Description: 5-10 hotel room nights estimated.
FY 25 Allocation: N/A
FY 25 Request: \$1,000
County Staff: \$500
Committee: \$500
Council: \$

27. Applicant: Electric City Quilters
Project: Electric City & Prickly Fingers Quilters Guilds
Duration: July 17-18, 2026
Description: Funding requested to promote annual two-day quilt show.
FY 25 Allocation: N/A
FY 26 Request: \$1,000
County Staff: \$500
Committee: \$500
Council: \$

28. Applicant: Envision Williamston
Project: Promoting tourism in Williamston
Duration: October 2025-September 2026
Description: Funds requested to promote events year-round, wayfinding signage, and municipal services. Covers four major seasonal events and 13 smaller events during the project period.
FY 25 Allocation: N/A
FY 26 Request: \$15,000
County Staff: \$12,000
Committee: \$12,000
Council: \$

29. Applicant: GAMAC
Project: Concert Season Marketing
Duration: October 2025-September 2026
Description: ATAX would fund advertising expenses; specifically GAMAC's pre-season postcard. Applicants estimate 120 visitors will generate a hotel night—justification seems sound to staff.
FY 25 Allocation: \$1,500
FY 26 Request: \$1,500
County Staff: \$1,500
Committee: \$1,500
Council: \$

30. Applicant: T. Ed Garrison Arena & Expo Center
 Project: Garrison Arena Advertising
 Duration: October 2025-September 2026
 Description: Requesting money for advertising in equestrian/trade-related magazines and social media. The Center hosted several stand-alone sports events last year, as well as registration for fishing tournaments @ Green Pond Landing & the Dixie Softball tournament Iva hosted.
- FY 25 Allocation: \$6,000**
FY 26 Request: \$8,500
County Staff: \$6,000
Committee: \$6,000
Council: \$
31. Applicant: T. Ed Garrison Arena & Expo Center
 Project: Arena Equestrian & Agriculture Advertising
 Duration: October 2025-September 2026
 Description: ATAX would fund ads in the *UpCountry Visitor Guide* and other publications.
- FY 25 Allocation: \$6,000**
FY 26 Request: \$8,500
County Staff: \$6,000
Committee: \$6,000
Council: \$
32. Applicant: Town of Honea Path
 Project: Billboard
 Duration: 10/11-12/24
 Description: Applicant requests ATAX funding for a billboard on I-85. While this may be a good idea, funding this project would cut into our ability to fund the Town's other ATAX projects.
- FY 25 Allocation: NA**
FY 26 Request: \$24,375
County Staff: \$0
Committee: \$0
Council: \$
33. Applicant: Town of Honea Path
 Project: Honea Path Fall Festival
 Duration: October 11-12, 2025
 Description: Applicant requests ATAX for Tourist Shuttle Transportation, Print Ads to tourists, Municipal Services to Serve Tourists. Requested portable toilets are ineligible.
- FY 25 Allocation: \$4,300**
FY 26 Request: \$9,200
County Staff: \$7,000
Committee: \$7,000
Council: \$

34. Applicant: Town of Honea Path
 Project: Honea Path’s July 4th Celebration
 Duration: June 27, 2026
 Description: Applicant requests ATAX for Tourist Shuttle Transportation, Print & Billboard Ads to tourists, Municipal Services to Serve Tourists, and facility upgrades to serve tourists.
- FY 25 Allocation: \$5,400**
FY 26 Request: \$7,900
County Staff: \$7,900
Committee: \$7,900
Council: \$
35. Applicant: Town of Honea Path
 Project: Spring Bluegrass Festival
 Duration: 4/11/25
 Description: Applicant requests ATAX for Tourist Shuttle Transportation, Print & Billboard Ads to tourists, Municipal Services to Serve Tourists, and facility upgrades to serve tourists.
- FY 25 Allocation: \$3,000**
FY 26 Request: \$6,600
County Staff: \$6,600
Committee: \$6,600
Council: \$
36. Applicant: Town of Honea Path
 Project: Watkins Center Improvements
 Duration: Permanent
 Description: The Town of Honea Path will use these funds to install permanent exterior signage for the Watkins Community Center, which houses the Community Center, Art Center, Museum, Town Hall and special event spaces. This facility hosts numerous events and attractions that bring visitors to Honea Path throughout the year and serves as a central hub for cultural, educational, and tourism-related activities. The proposed signage will significantly enhance wayfinding and visibility for visitors attending tourism-related events and activities at the facility
- FY 25 Allocation: N/A**
FY 26 Request: \$1,431.15
County Staff: \$1,431.15
Committee: \$1,431.15
Council: \$
37. Applicant: Town of Honea Path
 Project: Welcome Center Brochure Promoting Honea Path Events
 Duration: October 2025-September 2026
 Description: Applicant requests ATAX to create 8,000 rack cards promoting the town for placement in the 11 SC Welcome Centers.
- FY 25 Allocation: N/A**
FY 25 Request: \$1,400
County Staff: \$1,400
Committee: \$1,400
Council: \$

38. Applicant: Iva Community Recreation Assn.
 Project: Dixie State Softball Championships
 Duration: July 2026
 Description: Iva Rec. will host championships for 18 teams Estimated economic impact of over \$1 million. ATAX will fund advertising to tourists, municipal services for tourists, and facility upgrades.
- FY 24 Allocation: \$20,000**
FY 25 Request: \$35,000
County Staff: \$20,000
Committee: \$20,000
Council: \$
39. Applicant: Lake Hartwell Country
 Project: Marketing for Anderson County
 Duration: October 2025-September 2026
 Description: ATAX would fund a digital marketing campaign focused on Lake Hartwell, fishing & outdoor recreation as well as ads on the Bob Redfern TV series.
- FY 25 Allocation: \$10,000**
FY 25 Request: \$15,000
County Staff: \$10,000
Committee: \$10,000
Council: \$
40. Applicant: Main Street Program of Anderson
 Project: Day B4 Father's Day Car Show
 Duration: June 21, 2026
 Description: ATAX would pay for Advertising to Tourists & Municipal Services to Serve Tourists. 40 overnight visitors projected, 16,500 total attendance.
- FY 25 Allocation: \$3,000**
FY 26 Request: \$7,500
County Staff: \$7,500
Committee: \$7,500
Council: \$
41. Applicant: Main Street Program of Anderson
 Project: Regional Promotion & Advertising
 Duration: October 2025-September 2026
 Description: ATAX would pay for social media ads (\$15,000) to people more than 50 miles from Anderson.
- FY 25 Allocation: \$4,000**
FY 26 Request: \$5,000
County Staff: \$5,000
Committee: \$5,000
Council: \$

42. Applicant: The Market Theatre
 Project: Magartitaville Musical at Green Pond Landing
 Duration: May 6-11, 2026
 Description: This production is a partnership with Anderson County and offered as part of communitywide celebrations during our bicentennial year. Funds to be used for destination advertising & promotion. The performances are free to the public with projected attendance of 600-800 per night. 1,000+ tourists expected.
- FY 25 Allocation:** NA
FY 26 Request: \$25,000
County Staff: \$12,500
Committee: \$12,500
Council: \$
43. Applicant: Meals on Wheels-Anderson
 Project: Hartwell Lake Charity Run
 Duration: June 2026
 Description: Applicant projects 100-150 room nights. 115 boats participated last year. ATAX would pay for the creation of a video to use in event-related marketing & advertising & on social media. **PLEASE NOTE:** the County is providing Green Pond Landing and appropriate support staff/services for this event at no charge to MOW.
- FY 25 Allocation:** \$0
FY 26 Request: \$1,000
County Staff: \$0
Committee: \$0
Council: \$
44. Applicant: Mill Town Players
 Project: Season 12 Brochures
 Duration: October 2025-September 2026
 Description: 300 room nights projected. ATAX will pay for Rack cards in SC Welcome Centers and Facebook boosted posts.
- FY 25 Allocation:** \$2,395
FY 26 Request: \$3,889.78
County Staff: \$3,200
Committee: \$3,200
Council: \$
45. Applicant: Pendleton Historic Foundation
 Project: Comprehensive Advertising Campaign
 Duration: October 2025-September 2026
 Description: ATAX would fund print ads and digital ads. Some requested print ads ineligible.
- FY 25 Allocation:** \$3,200
FY 26 Request: \$9,770
County Staff: \$3,500
Committee: \$3,500
Council: \$

46. Applicant: SC Jersey Assn.
 Project: Clemson Spring Dairy Show
 Duration: March 25-29, 2026
 Description: The show attracts more than 500 attendees from 10 states & projects 400 room nights. ATAX would fund on-line advertising to increase out-of-state participation.
- FY 25 Allocation: \$3,500**
FY 26 Request: \$3,500
County Staff: \$3,500
Committee: \$3,500
Council: \$
47. Applicant: Upstate Heritage Quilt Trail
 Project: Marketing & Promotion
 Duration: October 2025-September 2026
 Description: It seeks ATAX to fund & distribute a rack card to visitor centers and online marketing. Staff identifies \$750 in ATAX-eligible expenses in budget.
- FY 25 Allocation: \$1,000**
FY 26 Request: \$1,200
County Staff: \$750
Committee: \$750
Council: \$
48. Applicant: Town of Williamston
 Project: Freedom Festival 2026
 Duration: June 27, 2026
 Description: The Freedom Festival is a significant regional event; however, many items in the budget are ineligible for ATAX, Staff recommends full-funding of ATAX-eligible items.
- FY 25 Allocation: NA**
FY 25 Request: \$25,000
County Staff: \$4,000
Committee: \$4,000
Council: \$
49. Applicant: Williamston Springwater Committee
 Project: Williamston Christmas Park
 Duration: November 30, 2025-January 1, 2026
 Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for a billboard and other ATAX-eligible promotional endeavors.
- FY 25 Allocation: \$800**
FY 25 Request: \$800
County Staff: \$800
Committee: \$800
Council: \$

50. Applicant: Williamston Springwater Committee
Project: Springwater Festival
Duration: May 1-2, 2026
Description: 5,000 attended this year's event. ATAX would fund: Billboards, statewide print ads, and Welcome Center cards.

FY 24 Allocation: \$2,000
FY 25 Request: \$2,850
County Staff: \$2,000
Committee: \$2,000
Council: \$

For more information regarding this year's funding recommendations, please contact Steve Newton, Anderson County Governmental Affairs Officer, at 864.260.1010, or by email to snewton@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: September 9, 2025

TO: Renee Watts
Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Matt Hogan, Alesia Hunter

SUBJECT: Wrenfield Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place this subdivision on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System.

This will add 2,137 feet of paved roads to the county maintenance system.

Developer: Toll Brothers
Location: Hwy 81 N.
County Council District: 6
Roads: Pipet Road, Vireo Road

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn
Chairman, District 5

Chris N. Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 9/8/2025

TO: Jonathan Fox
Roads and Bridges Manager

FROM: Norman McGill
Roadway Management Supervisor

CC: Matt Hogan

SUBJECT: Wrenfield Subdivision

To the best of my ability, I certify that there are no known drainage issues on the roads listed below in Wrenfield Subdivision. All drainage facilities and roadways within the proposed county right of way meet the county standards. The roads are now eligible to be considered for acceptance into the county maintenance system. This will add **2137** feet of paved roads to the county maintenance system.

District: 6
Location: Wrenfield Subdivision

Roads: Pipet Road P-02-0262 and Vireo Road P-02-0263

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

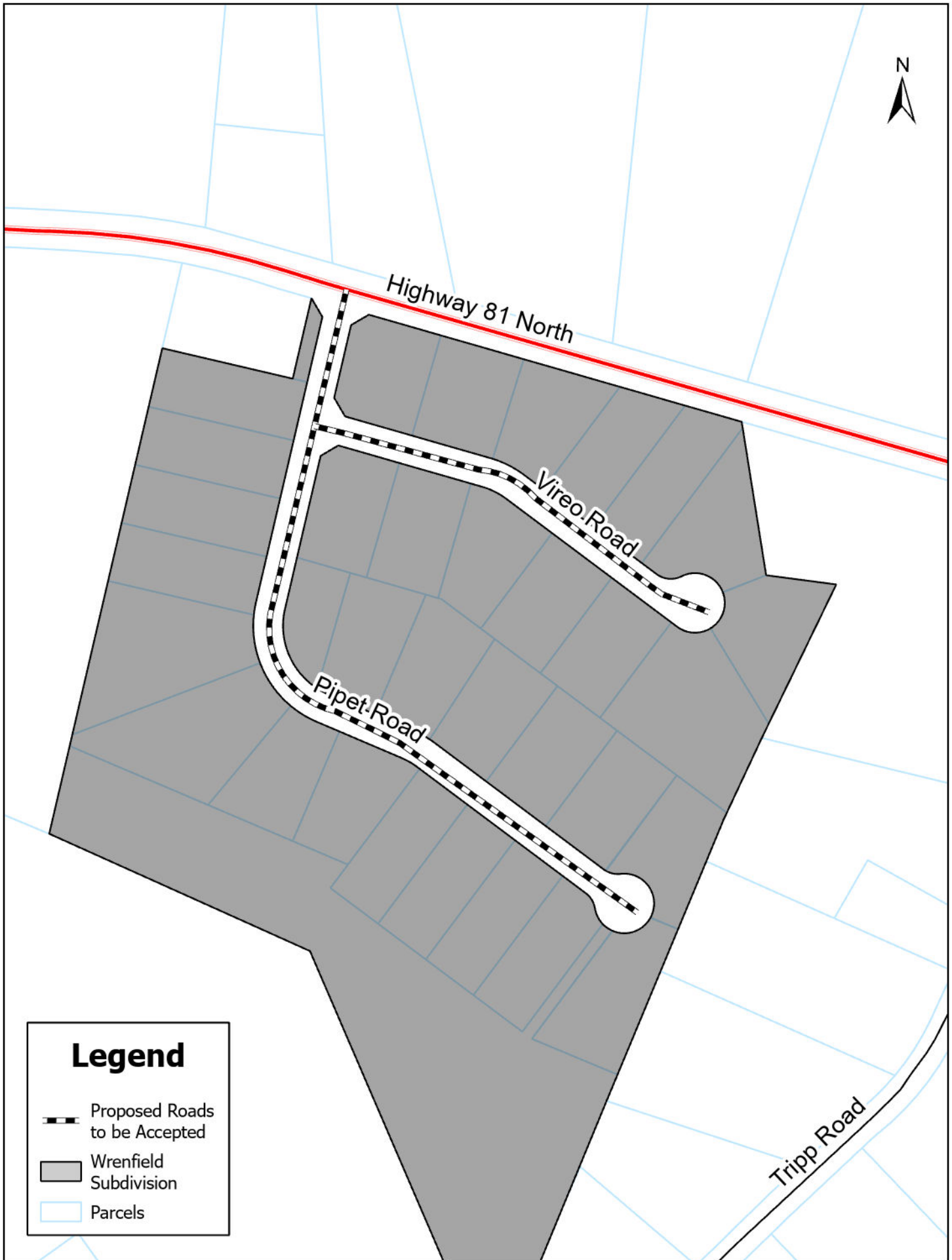
Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190

Wrenfield Subdivision - Proposed Road Acceptance





RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
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

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

700.00

3. The purpose for which the funds are being requested:

To feed the community of unhoused and don't have a meal on Christmas Day

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes

5. Contact Person: *Pastor Matthew Merriewether*

Mailing Address: *1624 Amity Rd Belton SC 29627*

Phone Number: *864 356-7719*

Email: *mmerriewether4@gmail.com*

6. Statement as to whether the entity will be providing matching funds:

Yes

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]
Signature

Matthew Merriewether
Print Name

9/8/25
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email to:
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

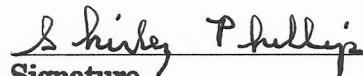
Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

- Name of entity requesting recreation fund appropriation:**
Anderson County Chapter of the South Carolina Genealogical Society
- Amount of request (If requesting funds from more than one district, annotate amount from each district):** \$3,000.00 to be split across all districts.
- The purpose for which the funds are being requested:**
Research Books, Miscellaneous Printing Supplies for Saleable Items, Software and Various Office Supplies
- 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! Evidence is attached.
- Contact Person:** Shirley Phillips, President
Mailing Address: 110 Federal St., Anderson, SC 29625
Phone Number: (864) 540-8300 - Cell: (864) 245-0473
Email: acgsresearch@gmail.com
- Statement as to whether the entity will be providing matching funds:**
No matching funds are available

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

Shirley Phillips
Print Name

26 August 2025
Date

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of August, 2012.


Mark Hammond, Secretary of State

Anderson County Building & Codes
Monthly Activity Report
Aug-25

Total Number Permit Transactions:	855
<i>New Single Family:</i>	<i>101</i>
<i>New Multi-Family:</i>	<i>12</i>
<i>Residential Additions/Upgrades:</i>	<i>19</i>
<i>Garages/Barns/Storage:</i>	<i>29</i>
<i>New Manufactured Homes:</i>	<i>28</i>
<i>New Commercial:</i>	<i>4</i>
<i>Commercial Upfits/Upgrades:</i>	<i>3</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<u>68</u>	<small>(Includes Updating Sub-Standard Cases)</small>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Number of Inspections Performed:</i>	<u>933</u>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u> </u>	

Reviews/Misc. Activity:

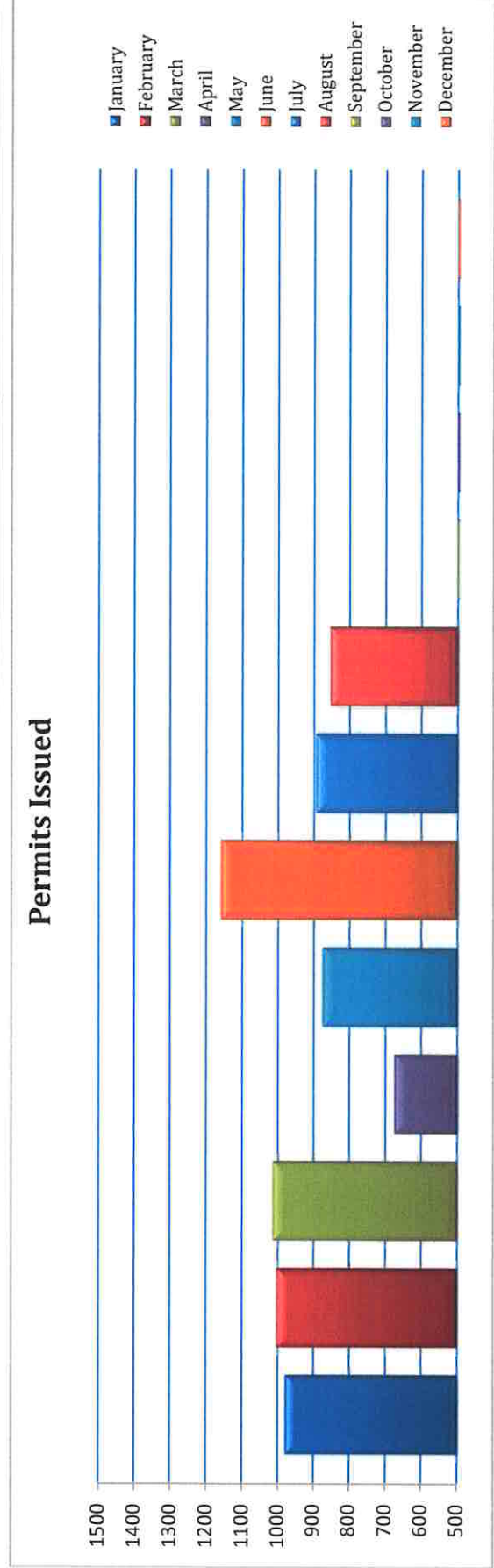
<i>Plans Submitted for Review:</i>	<u>96</u>	<small>(Includes preliminary consultations, resubmittals and solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u> </u>	
<i>Court Cases:</i>	<u>0</u>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$650.00</u>
<i>Plan Review Revenue:</i>	<u>\$26,997.63</u>
Total Revenue For The Month:	\$211,892.27

Anderson County Building & Codes Permits Issued for 2025

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	244	302	147	175	81	31	980
February	253	292	148	194	96	21	1004
March	246	303	166	192	63	45	1015
April	358	126	51	72	54	14	675
May	366	176	80	102	81	70	875
June	406	262	202	204	65	21	1160
July	226	249	112	175	95	38	895
August	191	249	103	128	75	109	855
September							0
October							0
November							0
December							0
Total	2290	1959	1009	1242	610	349	7459



F.W. DODGE BUILDING STATISTICS
 Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

For the month of: **Aug-25**

ANDERSON COUNTY BUILDING & CODES
 P.O. Box 8002
 ANDERSON, SC 29622-8022

PLEASE RETURN THE WEEK OF:

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

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

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	101		\$25,968,854			
	Single-family houses, attached - Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters	102	1		\$18,722			
	Two-family buildings	103	11		\$1,653,805			
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	113	0	\$27,641,381	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						

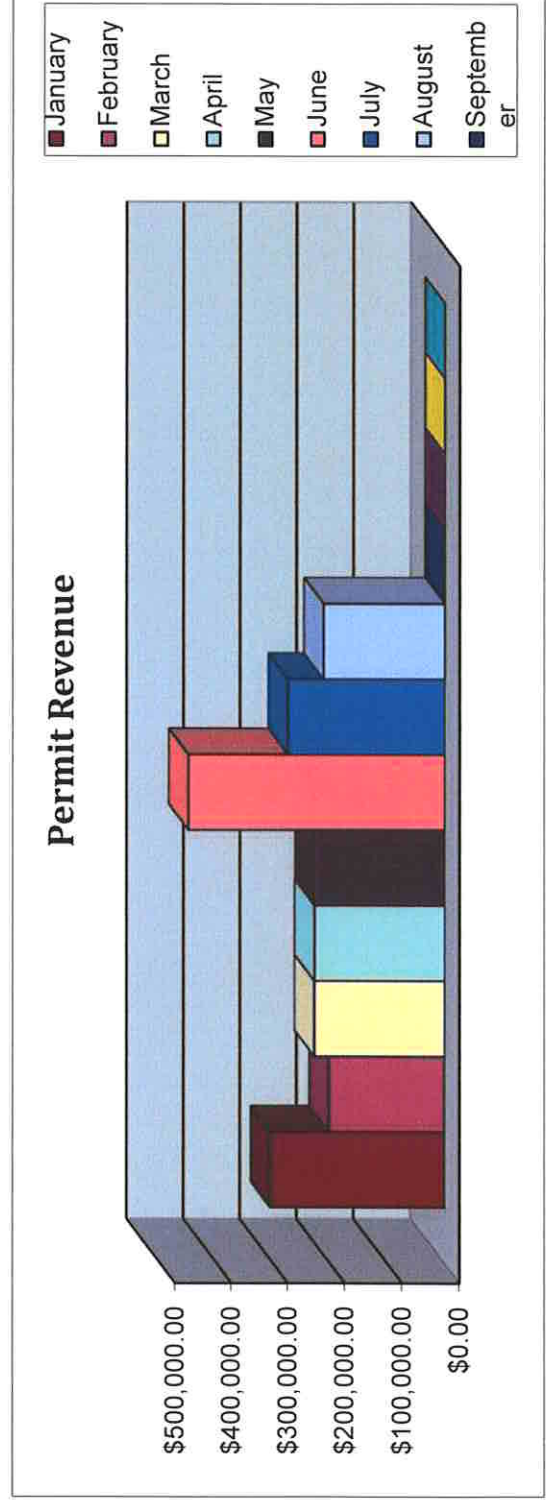
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Amusement, social, and recreational	318						
	Churches and other religious	319						
	Industrial	320						
	Parking garages (buildings & open decked)	321						
	Service stations and repair garages	322						
	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		\$2,173,662			
	Other nonresidential buildings	328	11		\$116,606			
	Structures other than buildings	329	11		\$805,865			

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	20		\$1,107,510			
	Nonresidential and non-housekeeping	437	7		\$3,876,873			
	Additions of residential garages and carports (attached and detached)	438	19		\$1,056,008			

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)	(d)	(e)	(f)	(g)		
	Single-family houses (attached and detached)	645	7					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649						

Anderson County Building & Codes Permit Revenue for 2025

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	\$175,524.60	\$38,453.50	\$15,936.00	\$29,995.00	\$6,221.00	\$39,833.70	\$305,963.80
February	\$120,075.20	\$30,122.00	\$16,518.00	\$22,744.00	\$4,857.00	\$8,372.70	\$202,688.90
March	\$133,484.00	\$34,019.00	\$19,108.00	\$23,627.00	\$4,617.00	\$13,269.50	\$228,124.50
April	\$180,432.63	\$18,195.50	\$6,419.00	\$10,487.50	\$9,208.00	\$3,090.73	\$227,833.36
May	\$156,156.73	\$26,842.50	\$9,291.00	\$17,301.00	\$11,323.00	\$6,241.37	\$227,155.60
June	\$357,417.91	\$31,874.00	\$22,533.50	\$25,169.00	\$8,571.00	\$5,384.72	\$450,950.13
July	\$164,491.65	\$32,802.00	\$13,954.00	\$26,615.00	\$6,052.00	\$30,924.04	\$274,838.69
August	\$114,563.15	\$30,945.11	\$12,797.00	\$19,094.38	\$6,845.00	\$27,647.63	\$211,892.27
September							\$0.00
October							\$0.00
November							\$0.00
December							\$0.00
Total	\$1,402,145.87	\$243,253.61	\$116,556.50	\$175,032.88	\$57,694.00	\$134,764.39	\$2,129,447.25



District 1 Paving Report

Through August 31st, 2025

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching, FDR = Full Depth Reclamation, ST = Single Treat, FS = Fog Seal, Pave = Resurface with Asphalt, CS = Crack Seal

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson		\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	incomplete
Totals:			\$60,209.19	\$60,209.19	

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
District 1 Paving Plan					
All monies now in account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2025

Prepared By: Amy Merritt

Certified By: Neil Carney

Roads & Bridges

Neil Carney

Date: September 8, 2025

Amy Merritt

ALWCS
9/10/25

All Project Report - August 31st 2025

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04
<hr/>	
Committed	\$2,213,998.59
<hr/>	
AVAILABLE	\$56,843.45

Prepared by: Amy Merritt
Date: 9-8-25

Certified by: Neil Carney

Newg

Date 9-8-25

		Projects/Towns-Cities/Other			
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$19,946.09	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$9,557.25	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
Totals:			\$2,213,998.59	\$2,671,012.57	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Cely Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

DISTRICT 1 - SPECIAL PROJECTS
560301 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	100.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(750.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(750.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)

Ending Balance 33,400.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council
Rita Davis, CFO

DATE: _____
DATE: September 10, 2025

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,781.69
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(1,000.00)
07/15/25	07/22/25	38240	Zone Services Inc	(2,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(1,000.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)

Ending Balance 36,431.69

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council
Rita Davis, CFO

DATE: _____
DATE: September 10, 2025

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,691.89
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(1,000.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(1,000.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(250.00)
07/15/25	07/22/25	38088	Belton Area Museum Association	(1,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(750.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(750.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(1,500.00)

Ending Balance 35,241.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: September 10, 2025

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	5,449.99
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(500.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(500.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(700.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(500.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)

Ending Balance 36,199.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council
Rita Davis, CFO

DATE: _____
DATE: September 10, 2025

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	46,016.15
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(750.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(750.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(300.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(1,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(4,500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(250.00)

Ending Balance 75,016.15

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: September 10, 2025

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	24,020.45
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(200.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(2,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)

Ending Balance 54,470.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: September 10, 2025

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	0.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(125.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(125.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(2,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38807	Town of Honea Path	(5,000.00)
08/05/25	08/13/25	38808	Town of Pelzer	(5,000.00)
08/05/25	08/13/25	38810	Town of West Pelzer	(5,000.00)
08/05/25	08/13/25	38811	Town of Williamston	(5,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(200.00)
08/05/25	08/13/25	38647	Cheddar Youth Center	(3,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(250.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(250.00)
09/02/25	09/10/25	39451	Caroline Community Center	(5,000.00)
			Ending Balance	7,100.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: September 10, 2025