



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, November 4, 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. Greg Elgin

3. APPROVAL OF MINUTES

September 16, 2025, October 7, 2025
minutes not received October 21, 2025

4. RESOLUTION:

- a. 2025-048:** A Resolution honoring the heroism and sacrifice of Private Curtis Adams and the “Wereth 11” and designating December 17 of each year as “Wereth 11 Remembrance Day” in Anderson County, South Carolina; and other matters related thereto.

All Council

5. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

6. ORDINANCE THIRD READING:

- a. 2025-044:** 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 (ALLSOURCE ENTERPRISES LLC D/B/A Safe Industries-Project Precedent); and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2025-047:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and South Carolina Farm Bureau Marketing Association, LLC, being formerly known to the county as “Project Elevate”, 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 providing for related matters. [Project Elevate] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2025-048:** 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 Elevate] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

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



- d. **2025-049:** An Ordinance (1) Authorizing pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170, 4-1-175, and 4-29-68 thereof, and Article VIII, Section 13 of the South Carolina Constitution, the execution and delivery of an infrastructure credit agreement, by and between Anderson County, South Carolina and Covan's Properties, LLC (previously identified by the County as Project Briarwood), including any of its related or affiliated entities, to provide for certain special source revenue or infrastructure credits; (2) To enlarge the boundaries of a joint county industrial and business park; and (3) Other related matters. [Project Briarwood] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2025-050:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by Covan's Properties, LLC (Previously identified by the County as Project Briarwood); and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- f. **2025-051:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and Industrial Coaters 2.0, LLC, with respect to certain economic development property in the County, whereby such Property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Home Run] **(PUBLIC HEARING NOTICE THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

7. ORDINANCE SECOND READING:

- a. **2025-052:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Shirley Store Voting Precinct, Anderson County, South Carolina; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2025-053:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Neal's Creek Voting Precinct, Anderson County, South Carolina; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

- c. **2025-054:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Rock Spring Voting Precinct, Anderson, South Carolina; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. **2025-055:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Visionary 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; the execution and delivery of a special source credit agreement by and between Anderson County, South Carolina and Project Visionary with respect to certain property in the county, whereby such property will be provided certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



- b. **2025-056:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by [Project Visionary]; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. RESOLUTIONS:

- a. **2025-046:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Visionary, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project/Company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

10. BID APPROVALS/CHANGE ORDERS:

Mr. Rusty Burns

- a. Bid #26-011 Dolly Cooper Park Improvements

11. VEHICLE DONATION:

- a. 2010 Chevrolet Tahoe-Town of Iva

Mr. Rusty Burns

12. REQUEST BY COUNCIL:

- a. UNCF-All Districts
- b. Family Promise of Anderson County-All Districts
- c. First Light-All Districts

13. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

14. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

15. REMARKS FROM COUNCIL

16. ADJOURNMENT

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
SEPTEMBER 16, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: ... call our
2 special presentation part of our regular Council
3 meeting of September 16th to order. I'd like to
4 welcome each and every one of y'all here tonight, and
5 thank y'all for coming out.

6 At this time we're going to have Resolution/
7 Proclamation (a), 2025-336, Honorable Councilman Jimmy
8 Davis.

9 JIMMY DAVIS: Thank you, Mr.
10 Chair. At this time I'd like to present a Resolution
11 honoring James C. "Jimmy", as he's known by, Wilson,
12 Jr. on the occasion of his 90th birthday and
13 recognizing his lifetime of service to Piedmont,
14 Anderson County, and the state of South Carolina.

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

20 Whereas Mr. Wilson, as President of Wilson Inc.,
21 developed and managed Anderson County's first
22 industrial park, Upstate Industrial Park in Piedmont,
23 beginning in 1992, which today encompasses 130 acres,
24 21 buildings, and more than 1.2 million square feet of
25 space, providing jobs for over 750 people and setting
26 the stage for decades of economic growth; and

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

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

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

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

50 Now, therefore, be it resolved that the Anderson

1 County Council, in a meeting duly assembled this 16th
 2 day of September, 2025, does hereby recognize and
 3 commend James C. "Jimmy" Wilson, Jr. for his
 4 extraordinary service, leadership, and generosity, and
 5 extends to him warmest wishes on the occasion of his
 6 90th birthday.

7 Mr. Chair, I put that in the form of a motion.

8 CINDY WILSON: Second.

9 TOMMY DUNN: Have a motion;
 10 second by Ms. Wilson. Any discussion?

11 JIMMY DAVIS: Mr. Chair, if I
 12 may?

13 TOMMY DUNN: Councilman
 14 Davis.

15 JIMMY DAVIS: I would just
 16 like to say Mr. Wilson has been a lifelong mentor to me
 17 both personally and professionally, and he embodies the
 18 character that more people need to embrace across
 19 Anderson County. He has been a wonderful, wonderful
 20 person to me in my life and so many others in the
 21 northern part of the county and beyond. And I'm proud
 22 to read this resolution on the record tonight.

23 Thank you, Mr. Chair.

24 TOMMY DUNN: Thank you.
 25 Anyone else? Councilman Elgin.

26 GREG ELGIN: Mr. Wilson just
 27 want to say a little late happy birthday and thank you
 28 for everything you've done for Anderson County.

29 Thank you, sir.

30 TOMMY DUNN: Anyone else?

31 I want to echo Mr. Elgin, Councilman Elgin's thing.
 32 Belated happy birthday, Mr. Wilson. Appreciate what
 33 all you've done for all the citizens of Anderson
 34 County.

35 Thank you very much.

36 I got the pleasure years ago of seeing your tractor
 37 collection. You had a great one.

38 All in favor of the motion show of hands. All
 39 opposed like sign. Show the motion carries
 40 unanimously.

41 Mr. Davis.

42 PRESENTATION OF RESOLUTION

43 APPLAUSE

44 TOMMY DUNN: That will
 45 conclude this part of our Council meeting. We'll
 46 reconvene back here at 6:30.

47

48 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:07 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
SEPTEMBER 16, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
 2 I'd like to call the regular Anderson County Council
 3 meeting of September 16th 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 government.

7 At this time I'd like to ask Councilman Jimmy Davis
 8 if he'll lead us in the invocation and pledge of
 9 allegiance, if we'll all rise, please.

10 JIMMY DAVIS: Thank you, Mr.
 11 Chair. Let us pray.

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

13 TOMMY DUNN: Moving on to
 14 item number 3, approval of the minutes of September the
 15 2nd meeting. Are there any corrections to be made to
 16 those minutes?

17 CINDY WILSON: May I?

18 TOMMY DUNN: Ms. Wilson.

19 CINDY WILSON: Mr. Chairman,
 20 on page 27, line 29, it says cellar farm, but it's
 21 supposed to be solar farm.

22 TOMMY DUNN: Okay. Do you
 23 make a motion to accept with that correction?

24 CINDY WILSON: Accept this
 25 correction and approve the minutes as presented.

26 CHRIS SULLIVAN: Second.

27 TOMMY DUNN: Ms. Wilson
 28 makes a motion to accept the minutes with that
 29 correction. Mr. Sullivan, Councilman Sullivan, seconds
 30 it. All in favor of the motion show of hands. All
 31 opposed like sign. Show the motion carries
 32 unanimously.

33 Moving on to item number 4, citizens' comments.
 34 When Mr. Harmon calls your name, please step forward
 35 for the record. State your name and District if you
 36 know it. If you don't know it, your street will be
 37 fine for the record. You've got three minutes. Please
 38 address the chair. And first go-around is on agenda
 39 items only. Mr. Harmon.

40 LEON HARMON: Mr. Chairman,
 41 first speaker is Scott Ibbitson.

42 SCOTT IBBITSON: Members of
 43 Council, good evening. My name is Scott Ibbitson. I
 44 live at 4609 Pine Lane in Anderson, South Carolina,
 45 District Five.

46 There have been a lot of words spoken and a lot of
 47 promises made, and I'm here tonight representing the
 48 homeowners of Pine Lane and Cove Trail with regards to
 49 the rezoning of the 35 acres of -- from C-2 to R-15.

50 Johnny Reed, along with the other property owners,

1 have asked for this rezoning. Our community is giving
 2 full support to this because of Johnny Reed's
 3 commitments and promises made to our community to do
 4 this redevelopment and rezoning right and make the
 5 community stand out and not have that area be an
 6 eyesore.

7 The residents of Pine Lane and Cove Trail have
 8 stood by, stood by our word to support this rezoning
 9 request. We ask for County Council's support and
 10 protection to make sure the commitments made and the
 11 promises are kept to our community by the owners of
 12 this property, especially if the property changes
 13 ownership at any time during this process. We do not
 14 want to think or feel that something is being pulled
 15 over on us at a later date.

16 Without those promises and commitments by the
 17 owners, we wouldn't be here. We have had community
 18 meetings more than I want to count. And in the end,
 19 the guidance and support from our Councilman Tommy
 20 Dunn, we are here to support this third vote of
 21 approval.

22 Everyone understands that we have a 90 day
 23 moratorium, and we just asked to have a seat at the
 24 table and have our concerns met to have as little
 25 impact as possible to our community when the property
 26 is developed and the houses are built.

27 We look forward to working with you, Tommy, Johnny
 28 Reed, to make this right.

29 I would like to take this time to acknowledge and
 30 thank our District Council member, Tommy Dunn; also
 31 from the Planning Commission, Alesia Hunter and Tim
 32 Cartee and also our county manager, Rusty Burns, for
 33 working together to make something great for the
 34 county. Thank you very much.

35 TOMMY DUNN:

Thank you.

36 Mr. Harmon.

37 LEON HARMON:

Mr. Chairman,

38 no one else is signed up.

39 TOMMY DUNN:

Thank you, Mr.

40 Harmon.

41 Moving on to item number 5(a), Ordinance third
 42 reading, 2025-028, an Ordinance to amend Ordinance
 43 #99-004, the Anderson County Zoning Ordinance, as
 44 adopted July 20, 1999, by amending the Anderson County
 45 Official Zoning Map to rezone +/- 35.1 acres from C-2
 46 (Highway Commercial District) to R-15 (Single-Family
 47 Residential District) on a parcel of land identified in
 48 the Denver-Sandy Springs Precinct as shown in Deed Book
 49 6895 at page 37. The parcel is further identified as
 50 TMS #93-00-07-004 and 93-00-07-005.

1 This will be a public hearing. Anyone wishing to
2 speak to this matter, step forward, state your name and
3 District if you know it, or street name. You have
4 three minutes. Please address the chair.

5 Public hearing. Anyone at all? Seeing and hearing
6 none, the public hearing will be closed. Do we have a
7 motion to move this forward?

8 BRETT SANDERS: Mr. Chairman?
9 TOMMY DUNN: I'm sorry. Mr.
10 Sanders needs to recuse himself.

11 And for the record, Glenn Davis is out of town,
12 Councilman Davis is out of town tonight. That's the
13 reason he's not here.

14 Now, do we have a motion to move this forward?

15 JIMMY DAVIS: So moved.

16 CINDY WILSON: So moved.

17 TOMMY DUNN: Motion by
18 Councilman Jimmy Davis; second by Ms. Wilson. Open the
19 floor up for discussion. Seeing and hearing none, all
20 in favor of the motion show of hands. All opposed like
21 sign. Show the motion carries, with Mr. Sanders
22 abstaining.

23 Mr. Davis, do you mind getting him? Catch him
24 before he gets gone.

25 We're going to move on now to item number 5(b),
26 2025-033, an Ordinance authorizing and approving (1)
27 The execution and delivery of a first amendment to an
28 existing Fee agreement (The "Fee Agreement") between
29 Anderson County, South Carolina (The "County") and
30 Walgreen Co., to designate a sponsor affiliate under
31 the fee agreement, and to extend the period during
32 which economic development property is subject to fee
33 in lieu of tax payments; and (2) Other matters related
34 thereto. Mr. Nelson.

35 BURRISS NELSON: Thank you, Mr.
36 Chairman, members of Council.

37 Of course, Walgreens is a great partner in Anderson
38 County, providing jobs for those with disabilities.
39 Another opportunity for fee in lieu of taxes to have
40 promoted and made much better a company, they promised
41 140 million in capital investment and 300 jobs. And to
42 date, they've invested 190 million with over 500 jobs,
43 and half of those are with cognitive -- or employees
44 with cognitive or physical disabilities. They're an
45 international model for focusing on ability rather than
46 disability.

47 Their request is to allow Terraza 8, LLC as a
48 sponsor affiliate, and to extend their 20 year fee
49 agreement to an additional 10 years, to a total of 30.

50 TOMMY DUNN: Thank you, Mr.

1 Nelson. We're going to move on now. This will be a
2 public hearing. Anyone wishing to speak to this
3 matter, please step forward, state your name, your
4 district, address the chair. And you have three
5 minutes. Public hearing. Anyone at all?
6 Seeing and hearing none, the public hearing will be
7 closed. Do we have a motion to move this forward?
8 CINDY WILSON: So moved.
9 GREG ELGIN: Second.
10 TOMMY DUNN: Motion Ms.
11 Wilson; second by Council Elgin. Open the floor up for
12 discussion. Hearing none, all in favor of the motion
13 show of hands. All opposed like sign. Show the motion
14 carries unanimously.
15 Thank you, Mr. Nelson.
16 Moving on now to item number 6(a), Ordinance second
17 reading, an Ordinance establishing a temporary
18 moratorium on applications and administrative
19 processing for approval of certain residential living
20 unit projects in excess of four (4) residential lots
21 within the unincorporated area of Anderson County;
22 invoking application of the pending ordinance doctrine;
23 and other matters related thereto.
24 Do we have a motion to move this forward?
25 CINDY WILSON: So moved.
26 TOMMY DUNN: Motion Ms.
27 Wilson. Have a second?
28 CHRIS SULLIVAN: Second.
29 TOMMY DUNN: Second by
30 Councilman Sullivan. Open the floor up for discussion.
31 Seeing and hearing none, all in favor of the motion
32 show of hands. All opposed like sign. Show the motion
33 carries unanimously.
34 Moving on to item number 6(b), 2025-037, an
35 Ordinance authorizing the execution and delivery of a
36 fee in lieu of tax and special source credit agreement
37 by and between Anderson County, South Carolina and
38 [Project Ina] with respect to certain economic
39 development property in the county, whereby such
40 property will be subject to certain payments in lieu of
41 taxes, including the provision of certain special
42 source credits; and other matters related thereto.
43 Mr. Nelson.
44 BURRISS NELSON: Thank you, Mr.
45 Chairman. This is a company who has already invested
46 in Anderson. Great company. And they've met every
47 promise they've met -- they made. It's an \$18 million
48 capital investment to build a 300,000 square foot spec
49 building. And the first year property tax when this
50 project actually started in 2021, property tax was paid

1 -- was \$2,138. Current taxes in 2024, 24,000. And the
2 proposed taxes in 30 year -- new taxes -- in 2027 will
3 be 55,000, with over 30 years of 6.1 million. First
4 year community impact, 2.9 million. And 30 year
5 community impact of 20 million.

6 Thank you, Mr. Chairman.

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

9 JIMMY DAVIS: So moved.
10 TOMMY DUNN: Councilman
11 Davis makes the motion to move forward. Do we have a
12 second?

13 BRETT SANDERS: Second.
14 TOMMY DUNN: Second by
15 Councilman Sanders. Open the floor up for discussion.

16 JIMMY DAVIS: Mr. Chair, if I
17 may?
18 TOMMY DUNN: Councilman
19 Davis.

20 JIMMY DAVIS: Mr. Nelson, can
21 you, off the top of your head, this particular company,
22 do you have a figure of how much they've already
23 invested in Anderson County?

24 BURRISS NELSON: It's close to
25 100 million at the exit 35 location.

26 JIMMY DAVIS: Thank you.
27 That's all I have, Mr. Chair.

28 TOMMY DUNN: Thank you. All
29 in favor of the motion show of hands. All opposed like
30 sign. Show the motion carries unanimously.

31 Again, thank you, Mr. Nelson.

32 BURRISS NELSON: Thank you.
33 TOMMY DUNN: Moving on now
34 to item number 6(c), 2025-038, an Ordinance to amend an
35 agreement for the development of a joint county
36 industrial and business park (2010 Park) of Anderson
37 and Greenville counties so as to enlarge the park.
38 This is for Project Ina.

39 Mr. Nelson.

40 BURRISS NELSON: Thank you, Mr.
41 Chairman. Of course, this allows any project at that
42 location to receive all state incentives and benefit
43 opportunities as they grow and as they create job
44 opportunities. Thank you, sir.

45 TOMMY DUNN: Do we have a
46 motion to move this forward?

47 JIMMY DAVIS: So moved.
48 TOMMY DUNN: Motion by
49 Councilman Davis. Do we have a second.

50 BRETT SANDERS: Second.

1 TOMMY DUNN: Councilman
2 Sanders seconds it. Open the floor up for discussion.
3 All in favor of the motion show of hands. All opposed
4 like sign. Show the motion carries unanimously.
5 Moving on to item number (d), 6(d), 2025-039, an
6 Ordinance to amend Chapter 12, Article II, Emergency
7 Preparedness, of the Code of Ordinances, Anderson
8 County, South Carolina, to add Section 12-48 titled
9 "Overtime Compensation During a Declared Period of
10 Disaster"; and other matters related thereto.
11 Do we have a motion to move this forward?
12 GREG ELGIN: So moved.
13 CINDY WILSON: So moved.
14 TOMMY DUNN: Have a motion
15 by Mr. Elgin, Councilman Elgin; second by Councilman
16 Wilson. Open the floor up for discussion. All in
17 favor of the motion show of hands. All opposed like
18 sign. Show the motion carries unanimously.
19 Moving on to item number 7(a), Ordinance's first
20 reading, 2025-040, an Ordinance authorizing the
21 execution and delivery of a fee in lieu of tax
22 agreement by and between Anderson County, South
23 Carolina and [Project Pierce I] with respect to certain
24 economic development property in the county, whereby
25 such property will be subject to certain payments in
26 lieu of taxes, including the provision of certain
27 special source credits; and other matters related
28 thereto.
29 Mr. Nelson.
30 BURRISS NELSON: Thank you, Mr.
31 Chairman, members of Council. This is another high
32 quality national company that's investing in Anderson
33 County, bringing a speculative build -- building to the
34 upper part of Anderson County.
35 Last year in 2024 the property tax on his property
36 was \$119. 2027 projected taxes, 22,550 -- no, 55,000
37 -- pardon me -- \$55,246, and over 30 years with \$6
38 million in property tax. First year community impact,
39 2.5 million. 30 year community impact, 18.3 million.
40 Thank you, Mr. Chairman.
41 TOMMY DUNN: Thank you. Do
42 we have a motion to move this forward?
43 JIMMY DAVIS: So moved.
44 TOMMY DUNN: Mr. Davis makes
45 the motion to move forward. Councilman Sullivan
46 seconds the motion. Open the floor up for discussion.
47 JIMMY DAVIS: Mr. Chair, if I
48 may?
49 TOMMY DUNN: Councilman
50 Davis.

1 JIMMY DAVIS: I'd just like
2 to add that this property and development was approved
3 by the Planning Commission a while back and that the
4 SCDOT has made quite the improvements of the
5 surrounding roads to accommodate this project.
6 Thank you, Mr. Chair.
7 TOMMY DUNN: Thank you.
8 Anyone else? All in favor of the motion show of hands.
9 All opposed like sign. Show the motion carries
10 unanimously.
11 Moving on to item number 7(b), first reading,
12 2025-041, an Ordinance authorizing the execution and
13 delivery of a fee in lieu of tax agreement by and
14 between Anderson County, South Carolina and [Project
15 Pierce II] with respect to certain economic development
16 property in the county, whereby such property will be
17 subject to certain payments in lieu of taxes, including
18 the provision of certain special source credits; and
19 other matters related thereto.
20 Mr. Nelson.
21 BURRISS NELSON: Thank you, Mr.
22 Chairman, members of Council.
23 This is the second phase of Project Pierce,
24 investing in a second building at 18.6 million and
25 likely to be a 250,000 square foot building. Of
26 course, it's the same property, so property taxes last
27 year, \$119. And because it's a little more investment,
28 new property taxes in 2027 will be 56,000, with 30 year
29 taxes at 6.1 million. Community impact, 2.5. And 30
30 year community impact, 18.4 million.
31 Thank you, Mr. Chairman.
32 TOMMY DUNN: Thank you, Mr.
33 Nelson. Do we have a motion to move this forward?
34 JIMMY DAVIS: So moved.
35 TOMMY DUNN: Motion by Mr.
36 Davis. Do we have a second?
37 CHRIS SULLIVAN: Second.
38 TOMMY DUNN: Second by
39 Councilman Sullivan. Open the floor up for discussion.
40 Seeing and hearing none, all in favor of the motion
41 show of hands. All opposed like sign. Show the motion
42 carries unanimously.
43 We're going to move on now to item number (c),
44 2025-042, an Ordinance to amend an agreement for the
45 development of a joint county industrial and business
46 park (2010 Park) of Anderson and Greenville counties so
47 as to enlarge the park; and other matters related
48 thereto.
49 This will be just like to done a while ago. This
50 is just to add this building in the thing for the -- so

1 they can do a fee in lieu agreement.
2 Do we have a motion to move this forward?
3 JIMMY DAVIS: So moved.
4 TOMMY DUNN: Motion by
5 Councilman Davis. Do we have a second?
6 GREG ELGIN: Second.
7 TOMMY DUNN: Second by
8 Councilman Elgin. Open the floor up for discussion.
9 Mr. Nelson, do you have anything?
10 BURRISS NELSON: No, sir, that
11 was perfect. Thank you, sir.
12 TOMMY DUNN: Anymore
13 discussion? All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously.
16 Thank you, Mr. Nelson.
17 BURRISS NELSON: Thank you.
18 TOMMY DUNN: Moving on to
19 item number (d), 2025-043, an Ordinance to amend the
20 Anderson County Land Use Ordinance, by adding Section
21 24-2000 to provide regulations for solar energy
22 facilities in the unincorporated part of Anderson
23 County; and other matters related thereto. It's in
24 title only.
25 Mr. Hogan, do you have anything you want to say to
26 this?
27 MATT HOGAN: I can answer
28 any questions.
29 TOMMY DUNN: Thank you.
30 CINDY WILSON: May I?
31 TOMMY DUNN: Ms. Wilson, you
32 may.
33 CINDY WILSON: We've been
34 working on this. We're getting a lot of good input and
35 good information. We have before you a list of
36 considerations from Chief Keaton with the Anderson Fire
37 Commission. And we hope we'll have an ordinance that
38 will be written with Mr. Hogan and CodeRight's help and
39 something to present to y'all next meeting that's more
40 complete.
41 And please feel free to share with this anyone to
42 get input. And it does need to be pointed out, we had
43 one of the developers of one of the proposed projects
44 to tell us at the last meeting that they were under
45 contract with Duke Power. They are not. I spoke with
46 Mr. Trent Acker today. They're strictly -- these solar
47 projects that are being bandied about in District Seven
48 are speculative deals, but it's very important for us
49 to have some appropriate rules that are in place.
50 Act 41 that the state put in place is helpful, but

1 we need a little better detail, particularly where fire
2 is addressed on these projects.

3 But anyway, we're closing in on something that's
4 appropriate and everybody's help is appreciated.

5 Thank you.

6 BRETT SANDERS: Mr. Chairman?

7 TOMMY DUNN: Councilman

8 Sanders.

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

11 Mr. Hogan, I looked through and read through the
12 ordinance that was in our packet. There's a lot of
13 ambiguity in there. There's a lot of, looked to me
14 like, some loopholes, things of that nature. And then
15 with Mr. Keaton's letter here, there's a lot of
16 different things. I'm going to support it in title
17 only, and I'm looking forward to maybe meeting with
18 you, or Ms. Wilson or some other people, and trying to
19 get a good, hard ordinance in. Thank you.

20 MATT HOGAN: You're welcome.

21 TOMMY DUNN: Councilman

22 Elgin, do you have anything?

23 GREG ELGIN: Thank you, sir.

24 I was just going to say I have spoke with several
25 people. I mean, I don't think this is kind of a bad
26 start. But I do know we need to look at some verbiage,
27 look at some different things and look over it. I
28 mean, I do believe we need something, but I think we --
29 we've got a little work left to do. I think it was a
30 decent start.

31 So, but yeah, I would like to help too, as far as
32 any input, especially on the fire side. And I do know
33 what most of those agencies around there have, so I'd
34 be willing to help if I need to. Thank you.

35 TOMMY DUNN: Thank you. I
36 just want to say we've got three weeks between now and
37 next Council meeting. We'll have an Ordinance then or
38 -- and I'm going to put a committee together to work on
39 this. I've already been doing some work.

40 Keep in mind, fire keeps getting brought up about
41 this. And it is a very thing. I've been a fireman for
42 over 40 years; fire chief 20 years. One of the most
43 dangerous things out in our community is a substation.
44 A lot more dangerous than a solar farm.

45 Do you know what they tell you to do if that thing
46 catches on fire?

47 BRETT SANDERS: Run?

48 TOMMY DUNN: Stay back and

49 wait till professionals get there. And that's a fact.

50 That'll be the same way with these solar farms.

1 I read one letter where me and Chief Keaton,
2 Chairman of Anderson County Fire Commission and I had
3 some discussions. He's a past fire chief himself and
4 he's had some fires in his district, solar fires. But
5 you know, we hear these things about driving in there.
6 You do not drive a fire truck in a -- inside a solar
7 farm. So some fire departments needs to be getting
8 educated. You just don't do that. That's a no-no.

9 But anyway, we'll be taking to this. Look forward
10 to this and getting some things. You know, my biggest
11 thing, as Mr. Davis has brought up in the past before,
12 is the clean-up liability if something were to happen
13 to this things and they go out. Most of us don't never
14 intend to fail. But sometimes we do, and when we do we
15 need to have repercussions.

16 But anyway, all in favor of the motion show of
17 hands. Oh, I'm sorry, Mr. Davis.

18 JIMMY DAVIS: Thank you, Mr.
19 Chair. Mr. Harmon, can we -- while we're working on
20 this, can we look at some type of bond requirement on
21 the -- when these things do go out of service or get
22 decommissioned, as they call it, is there any kind of
23 way to have a bond requirement of some substantial
24 nature that if things don't go well, as Mr. Chairman --
25 as Chairman Dunn said, and somebody doesn't, that the
26 county is not stuck with the bill of cleaning these
27 things up?

28 LEON HARMON: Yes, Mr. Davis,
29 we can look at that. I think in one of the more recent
30 ones we did, I can't remember how long ago it was now,
31 maybe a couple years ago, we did have a bonding
32 requirement in it. So we have some language for that,
33 and it probably needs to be refined and tweaked some as
34 well. Thank you.

35 JIMMY DAVIS: Thank you, Mr.
36 Chairman.

37 TOMMY DUNN: Thank you.
38 CINDY WILSON: May I?
39 TOMMY DUNN: Yes, ma'am.
40 CINDY WILSON: Mr. Acker did
41 write up some comments on what was sent to him. Have
42 you gotten that yet? Would you mind sharing that with
43 us?

44 MATT HOGAN: Yeah, I can
45 share some of that with you. Really his point on what
46 Mr. Davis was just talking about, I know he made a
47 comment that the Department of Environmental has put
48 state law in there for decommissioning. They have
49 their own regulations now that they regulate that. And
50 so some counties do the bond language at the end, to

1 make sure that those are cleaned up. He pointed that
2 out.
3 He pointed out some of the buffer that was in the
4 one that we proposed. It's a little aggressive. He
5 may be, you know, made those comments.
6 CINDY WILSON: You're welcome
7 to share that with us ---
8 TOMMY DUNN: He can share
9 that with us after the thing or something another. We
10 don't need to go through that -- we're not going to
11 write an ordinance here tonight.
12 MATT HOGAN: Yeah.
13 TOMMY DUNN: Appreciate it.
14 MATT HOGAN: Yeah, thank
15 you.
16 CINDY WILSON: One other
17 comment.
18 TOMMY DUNN: Yes, ma'am.
19 CINDY WILSON: You remember as
20 a child you could start a fire with a mirror in the
21 sun, so that may be the same principle we're dealing
22 with here. But for me, I don't know a volt from a
23 watt, so I'm -- we're all going to need some expertise
24 on that. Thank you.
25 TOMMY DUNN: All in favor of
26 the motion show of hands. All opposed like sign. Show
27 the motion carries unanimously.
28 We're going to move on to number 8(a), Resolution
29 2025-037, a Resolution authorizing the execution and
30 delivery of an inducement agreement by and between
31 Anderson County, South Carolina and Project Pierce I,
32 whereby, under certain conditions, Anderson County
33 will execute a fee in lieu of tax and special source
34 revenue credit agreement with respect to a project in
35 the county whereby the project would be subject to
36 payment of certain fees in lieu of taxes, and whereby
37 project/company will be provided certain credits
38 against fee payment in reimbursement of investment in
39 related qualified infrastructure; and providing for
40 related matters. Project Pierce I.
41 Mr. Nelson, you got anything?
42 BURRISS NELSON: (Inaudible.)
43 TOMMY DUNN: Do we have a
44 motion to move this forward?
45 JIMMY DAVIS: So moved.
46 TOMMY DUNN: Motion Mr.
47 Davis. Do we have a second?
48 GREG ELGIN: Second.
49 TOMMY DUNN: Second by
50 Councilman Elgin. Open the floor up for discussion.

1 All in favor of the motion show of hands. All opposed
 2 like sign. Show the motion carries unanimously.
 3 We're going to move on now to item number 8(b),
 4 2025-038, a Resolution authorizing the execution and
 5 delivery of an inducement agreement by and between
 6 Anderson County, South Carolina and Project Pierce II,
 7 whereby, under certain conditions, Anderson County
 8 will execute a fee in lieu of tax and special source
 9 revenue credit agreement with respect to a project in
 10 the county whereby the project would be subject to
 11 payment of certain fees in lieu of taxes, and whereby
 12 project/company will be provided certain credits
 13 against fee payment in reimbursement of investment in
 14 related qualified infrastructure; and providing for
 15 related matters. And this is Project Pierce II. It's
 16 the same thing we just talked about, just a different
 17 building II.

18 Do we have a motion to move this forward?
 19 JIMMY DAVIS: So moved.
 20 TOMMY DUNN: Motion by
 21 Councilman Davis. Do we have a second? Councilman
 22 Elgin seconds it. Open the floor up for discussion.

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

26 We're going to move on to item number 9, ATAX
 27 Committee recommendations Fiscal Year 2025-2026.

28 Y'all all had a copy of that. Do we have a motion
 29 to move forward? Any changes, questions? Councilman
 30 Elgin makes a motion to move forward. Do we have a
 31 second? Second by Councilman Sanders. Open the floor
 32 up for discussion. All in favor of the motion show of
 33 hands. All opposed like sign. Show the motion carries
 34 unanimously.

35 Moving on to item number 10, road acceptance into
 36 the county inventory. This will be the Wrenfield
 37 Subdivision, District Six, Pipet Road and Vireo Road.

38 Do we have a motion to move this forward?

39 JIMMY DAVIS: So moved.
 40 TOMMY DUNN: Motion Mr.

41 Davis. Do we have a second?

42 BRETT SANDERS: Second.
 43 TOMMY DUNN: Second by

44 Councilman Sanders. Any discussion.

45 JIMMY DAVIS: Mr. Chair?
 46 TOMMY DUNN: Yes, sir, Mr.

47 Davis.

48 JIMMY DAVIS: Mr. Hogan, we
 49 good? All right. I'm good.

50 TOMMY DUNN: Thank you.

1 All in favor of the motion show of hands. All
2 opposed like sign. Show the motion carries
3 unanimously.
4 We have requests by Council members.
5 Moving on, Mr. Davis.
6 JIMMY DAVIS: Thank you, Mr.
7 Chair. If I may, I'll make this in the form of one
8 motion.
9 TOMMY DUNN: Yes, sir.
10 JIMMY DAVIS: Anchored in His
11 Grace Ministry -- well, from District Six special
12 appropriations account, for Anchored in His Grace
13 Ministry, for all the hard work they do, \$700; Anderson
14 County Chapter of the South Carolina Genealogical
15 Society, \$700. I make that in the form of a motion.
16 CINDY WILSON: Second.
17 TOMMY DUNN: We have a
18 motion by Mr. Davis; second by Ms. Wilson. Open the
19 floor up for discussion. All in favor of the motion
20 show of hands. All opposed like sign. Show the motion
21 carries unanimously.
22 Thank you, Mr. Davis.
23 Moving on to Mr. Sanders.
24 BRETT SANDERS: Thank you, Mr.
25 Chairman. And we before we move on to mine, I have --
26 Mr. Davis had called. I'll do his, as well.
27 TOMMY DUNN: Okay.
28 BRETT SANDERS: From District
29 Four special appropriations, Anchored in His Grace
30 Ministry, \$500; Anderson County Chapter S.C.
31 Genealogical, \$600; Jackie Seawell Golf Tournament,
32 \$600. Put that in the form of a motion, sir.
33 JIMMY DAVIS: Second.
34 CINDY WILSON: Second.
35 TOMMY DUNN: Motion by Mr.
36 Sanders; second Ms. Wilson. Open the floor up for
37 discussion. All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously.
40 BRETT SANDERS: Mr. Chairman,
41 on behalf of Councilman Glenn Davis, District Two's
42 special appropriations request, he requested Anchored
43 in His Grace Ministry, \$500; Anderson County Chapter of
44 the South Carolina Genealogical Society, \$500; Jackie
45 Seawell Junior Golf Tournament, \$500. And I put that
46 in the form of a motion, sir.
47 CINDY WILSON: Second.
48 TOMMY DUNN: Have a motion
49 by Mr. Sanders on behalf of Mr. Glenn Davis. We have a
50 second by Ms. Wilson. Open the floor up for

1 discussion. All in favor of the motion show of hands.
2 All opposed like sign. Show the motion carries
3 unanimously.
4 Moving on to Councilman Elgin.
5 GREG ELGIN: Thank you, Mr.
6 Chairman. I have several I want to make into one
7 motion ---
8 TOMMY DUNN: Yes, sir.
9 GREG ELGIN: --- if that's
10 okay. From District Three appropriation account,
11 Anchored in His Grace Ministry, 500; Belton Center for
12 the Arts, 500; Anderson County Chapter of South
13 Carolina Genealogical Society, 700; and the Jackie
14 Seawell Junior Golf Tournament, 500. Make that in the
15 form of a motion.
16 TOMMY DUNN: We have a
17 motion by Councilman Elgin. Do we have a second?
18 BRETT SANDERS: Second.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Second by
21 Councilman Sanders. Open the floor up for discussion.
22 All in favor of the motion show of hands. All opposed
23 like sign. Show the motion carries unanimously.
24 Mr. Sullivan.
25 CHRIS SULLIVAN: Thank you, Mr.
26 Chairman. From the District One appropriation account,
27 I'm going to do \$500 for Anchored in His Grace
28 Ministry; 500 for the Anderson County Chapter of the SC
29 Genealogical Society; for the Jackie Seawell Junior
30 Golf Tournament, I'm probably going to have to take a
31 chunk of this. That family, he taught me how to play
32 golf. He started Cobb's Glen pretty much. The oldest
33 son is the head golf coach at the University of
34 Alabama. Won two national championships there.
35 TOMMY DUNN: I was all in
36 until you said that.
37 CHRIS SULLIVAN: But I'm a big
38 fan of this tournament. It brings in a lot of people
39 to Anderson County. So, Mr. Davis, I missed how much
40 you did on this, Jimmy.
41 TOMMY DUNN: How much did
42 Glenn and Mr. Sanders ---
43 CHRIS SULLIVAN: We're at 1,600,
44 I think.
45 TOMMY DUNN: Five, five and
46 16? I'm going to give some.
47 CHRIS SULLIVAN: Okay. So I'll
48 do 1,500.
49 TOMMY DUNN: That's 3,100.
50 CHRIS SULLIVAN: All right.

1 \$1,500 from District One to the Jackie Seawell Golf
2 Tournament. I'd like to make that in the form of a
3 motion.

4 CINDY WILSON: Second.
5 TOMMY DUNN: Have a motion
6 by Mr. Sullivan; second Ms. Wilson. Any discussion?
7 Anything else you -- is that everything you give?
8 CHRIS SULLIVAN: That's all I've
9 got.

10 TOMMY DUNN: Okay. I'm
11 sorry. Everything good? All in favor of the motion
12 show of hands. All opposed like sign. Show the motion
13 carries unanimously.
14 Ms. Wilson.

15 CINDY WILSON: Thank you.
16 District Seven would like to make, in one motion,
17 Anchored in His Grace Ministry, \$250; Anderson County
18 Chapter of the South Carolina Genealogical Society,
19 \$250. And that in the form of one motion.

20 TOMMY DUNN: Have a motion
21 by Ms. Wilson; second by Councilman Davis. Any
22 discussion? All in favor of the motion show of hands.
23 All opposed like sign. Show the motion carries
24 unanimously.

25 From District Five's special appropriation account,
26 I put this in the form of one motion. Anchored in His
27 Grace Ministry, \$500; the Jackie Seawell Junior Golf
28 Tournament, \$1,900. And I think that gets them at
29 their goal. And the Anderson County Chapter of the
30 South Carolina Genealogical Society, \$2,000. Put that
31 in the form of a motion.

32 CINDY WILSON: Second.
33 TOMMY DUNN: Second by Ms.
34 Wilson. Any discussion? All in favor of the motion
35 show of hands. All opposed like sign. Show the motion
36 carries unanimously.

37 How much did that get up to the Genealogical
38 Society, how much does that get them? Five thousand
39 fifty. We ought to at least give them \$6,000. Can
40 y'all come up with another, what, \$950?

41 BRETT SANDERS: I'll change
42 mine. I'd like to amend my appropriations from
43 District Four account to \$1,500 to the Genealogical
44 Society. And I put that in the form of a motion.

45 JIMMY DAVIS: Second.
46 CINDY WILSON: Second.
47 TOMMY DUNN: Have a motion
48 by Mr. Sanders and second by Ms. Wilson. Open the
49 floor up for discussion. All in favor of the motion
50 show of hands. All opposed like sign. Show the motion

1 carries unanimously.

2 That's \$6,550; right? Okay. Appreciate it.

3 Anyone else? Anything else?

4 Moving on to comments from Council members. Ms.

5 Wilson.

6 CINDY WILSON: Oh, thank you.

7 I just want to say thank you to everybody ---

8 TOMMY DUNN: I'm sorry, Ms.

9 Wilson, public comments. Getting ahead of myself
10 tonight. Thinking about signing these papers over
11 here. At this time, when Mr. Harmon calls your name,
12 you have three minutes. Please step forward. You have
13 three minutes. Please address the chair. And please
14 state your name and district if you know it. If not
15 your road name. Mr. Harmon.

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

18 TOMMY DUNN: Thank you.

19 Thank you, Mr. Elgin.

20 Ms. Wilson.

21 CINDY WILSON: Got to finish
22 swallowing. Well, I just want to thank everybody for
23 all the hard work on hopefully coming up with a proper
24 solar farm ordinance. It's -- without a doubt, we need
25 more power, and it's considered clean power. But the
26 past couple of years, there have been some pretty
27 serious issues that have arisen. Even the Wall Street
28 Journal has had articles about major lawsuits regarding
29 these things.

30 And knowing only one of the proposals in my
31 district has a sophisticated owner of property, the
32 other one is just, you know, nice, sweet farmers, and
33 I'm not sure they have a clue what they're agreeing to.
34 So it's important that we have some appropriate rules
35 in place, particularly on reclamation and bonding,
36 because these being developers, they're probably LLCs,
37 what happens when they skip out and leave the landowner
38 with a mess to clean up? Most of these landowners
39 don't have the wherewithal to clean up a serious
40 contaminated site, so then it's the local government.
41 And right now, we're broke. We've got to have a 1% to
42 fix roads, even.

43 But anyway, I think there's a good possibility to
44 come up with something that's appropriate. We're
45 getting input from the actual industry and the end
46 buyer and a lot of really good people are involved in
47 coming up with something that's good.

48 So thank you to everybody. Thank you.

49 TOMMY DUNN: Councilman

50 Sullivan.

1 CHRIS SULLIVAN: Thank you, Mr.
2 Chairman. I did want to mention in the past week I
3 spoke at the Greater Anderson Rotary Club. They wanted
4 a presentation on the capital project sales tax. So I
5 was with Roads and Bridges. And something that came
6 across our desk today, talking about the roads, it
7 hasn't really made the press yet, but it says South
8 Carolina among the top 10 US states with the deadliest
9 highway. South Carolina ranks number one for highest
10 state highway crash rate.
11 We are, I mean, almost getting close to nearly
12 double the next closest state, which is Kentucky. So
13 we're now in the Kentucky range with road conditions
14 over here. But anyway, I just want to keep bringing
15 that up.
16 The presentation we've been doing, lot of facts in
17 it, a lot of information people didn't realize about
18 it, where the money comes from currently and
19 everything. So it's been a very positive response to
20 what our council has tried to do to get on the ballot
21 for November 4. So that's all I have at this time.
22 TOMMY DUNN: Thank you.
23 CINDY WILSON: May I quickly
24 add?
25 TOMMY DUNN: Yes, ma'am.
26 CINDY WILSON: I think Highway
27 29 is considered the deadliest of all the roads. Thank
28 you.
29 TOMMY DUNN: Appreciate what
30 all you're doing to support this, Councilman Sullivan.
31 Moving on to Councilman Elgin.
32 GREG ELGIN: Thank you, Mr.
33 Chairman. And I believe we've been the deadliest
34 roadway for a long time, because I've worked a lot of
35 them.
36 But just wanted to mention that we have several
37 zoning precinct meetings coming up for Rock Springs,
38 we have September 29 from four to eight. For Neals
39 Creek, it'll be Tuesday, September 30, from four to
40 eight. And for Shirley's Store, Wednesday, October 1,
41 from four to eight.
42 All those meetings will be at McFalls?
43 MALE: Neals Creek.
44 GREG ELGIN: Okay. The other
45 two will be at McFalls Landing. This will be a time
46 for all those residents to come out and look at the
47 maps, look at all their zoning options, and go from
48 there.
49 So appreciate your help, Mr. Hogan, and all of the
50 Planning Commission for helping us get -- try to get

1 this stuff done. Thank you, sir.
2 TOMMY DUNN: Thank you.
3 Councilman Sanders.
4 BRETT SANDERS: Nothing at this
5 time, sir.
6 TOMMY DUNN: Thank you.
7 Councilman Davis.
8 JIMMY DAVIS: Thank you, Mr.
9 Chair.
10 Mr. Burns, did our delegation members get a copy of
11 that thing about the South Carolina roads being the
12 most deadliest in the nation?
13 RUSTY BURNS: No, sir, I sent
14 it to Council, but I'll be happy to forward it.
15 JIMMY DAVIS: Maybe they can
16 help us with -- do something with the SCDOT since it
17 seems to be that most of the state roads are some of
18 the most deadliest. But I thank you for that.
19 That's all I have, Mr. Chair.
20 TOMMY DUNN: Thank you.
21 Couple things. We've got a thing coming up and it's
22 not this one, but at the museum. They asked some
23 Council members to come and check to make sure. We
24 need to try to have some representation there.
25 Keep an eye open. I'm sure Mr. Burns or Renee, Ms.
26 Watts, has sent y'all out the date in October that
27 CodeRight is going to be meeting with County Council.
28 And then after that there's going to be a mandatory
29 meeting with the Planning Commission.
30 I want to keep two things in mind. We've got three
31 weeks and we're going to start working on some
32 Ordinances. I have met with CodeRight and talked to
33 them and they requested this meeting with the Planning
34 Commission on some things that have been said and what
35 they've seen and what their job has been and what they
36 think it should be and what not.
37 Keep in mind, and they're going to explain this,
38 CodeRight ain't coming to Anderson County to rewrite
39 all our codes. They ain't the -- they're going to help
40 us straighten some things out and get some things in
41 order on this thing, but they're not going to write all
42 our Ordinances and keep us in things. That's not what
43 they're here for.
44 They're trying to update our stuff and keep things
45 up. But they are willing, and I look forward to it,
46 but we're got some things that we need to be working on
47 before this moratorium is up. And I'll be laying that
48 out pretty shortly.
49 Thank y'all.
50

1

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 7, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the special presentation meeting of
3 October 7th of Anderson County Council meeting to
4 order. I'd like to welcome each and every one of y'all
5 here tonight and thank y'all for coming to participate.

6 At this time we're going to move on to item number
7 2(a), Resolution/Proclamations 2(a), 2025-039.
8 Councilman Wilson. Ms. Wilson.

9 CINDY WILSON: Thank you, Mr.
10 Chairman. This is really an amazing honor and well
11 deserved for our Palmetto Junior Air Force ROTC.

12 THIS IS A RESOLUTION CONGRATULATING THE PALMETTO
13 HIGH SCHOOL JROTC FOR RECEIVING THE AIR FORCE JROTC
14 DISTINGUISHED UNIT AWARD, THE "SILVER STAR" COMMUNITY
15 SERVICE AWARD, AND THE SOUTHEAST REGION CADET
16 LEADERSHIP COURSE UNIT OF EXCELLENCE AWARD; AND OTHER
17 MATTERS RELATED THERETO.

18 Whereas, the Palmetto High School Air Force Junior
19 ROTC Unit SC-942 has distinguished itself by receiving
20 several prestigious awards, solidifying its esteemed
21 reputation as a vital and impactful presence in the
22 community; and

23 Whereas, the unit received the 2024-2025 Air Force
24 ROTC Distinguished Unit Award with Merit, highlighting
25 its exceptional commitment to leadership and community
26 engagement; and

27 Whereas, the unit has proudly earned the "Silver
28 Star" Community Service with Excellence Award for the
29 tenth consecutive year, ranking among the top 5 percent
30 of all AFJROTC units nationwide for community service
31 efforts; and

32 Whereas, sixteen cadets completed the Southeast
33 Region Cadet Leadership Course, further showcasing the
34 unit's exceptional performance that exceeds standards.
35 For eighteen years, the Palmetto High School AFJROTC
36 has set a benchmark for outstanding service while
37 fulfilling the Junior ROTC mission. The program goes
38 beyond education, equipping cadets with vital
39 citizenship skills, instilling a spirit of service, and
40 fostering character and self-discipline.

41 Now, therefore, be it resolved that the Anderson
42 County Council extends its heartfelt congratulations to
43 the Palmetto High School AFJROTC for their remarkable
44 achievements and exemplary service to the community and
45 the nation, serving as an inspiration to us all.

46 Resolved in a meeting duly assembled this 7th day
47 of October 2025.

48 And may I put that in the form of a motion?

49 JIMMY DAVIS: Second.

50 TOMMY DUNN: Have a motion

1 by Ms. Wilson; second by Councilman Jimmy Davis.

2 Open the floor up for discussion.

3 I just want to echo Ms. Wilson's words. It's
4 remarkable what y'all have done. We appreciate what
5 all y'all do for Anderson County, representing us well.
6 Thank y'all for all the hard work.

7 Councilman Glenn Davis.

8 GLENN DAVIS: Thank you.

9 Mr. Chairman, being a veteran myself and being a
10 veteran of ROTC, I'd like to congratulate you guys on a
11 job well done, and keep up the good work, even though I
12 was Army.

13 TOMMY DUNN: Councilman
14 Jimmy Davis.

15 JIMMY DAVIS: Thank you, Mr.
16 Chair. I just want to say congratulations. Thank you
17 for all your hard work for you and your parents and
18 your leaders. Your reputation precedes yourself.
19 You're known far and wide of how successful and hard-
20 working you are. My son teaches at Palmetto High
21 School and he's ultra proud of you guys. And I just
22 want to echo everyone's sentiments.

23 Thank you, Mr. Chair.

24 TOMMY DUNN: Thank you.

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

28 Ms. Wilson.

29 CINDY WILSON: May we have
30 everyone join us, along with this great group and their
31 leaders and parents.

32 **PRESENTATION OF RESOLUTION**
33 **APPLAUSE**

34 TOMMY DUNN: Let's move on
35 to item number 2(b), 2025-040. Councilman Elgin.

36 GREG ELGIN: Thank you, sir.

37 THIS IS RESOLUTION NUMBER 2025-040, A RESOLUTION
38 HONORING THE BELTON AREA MUSEUM ASSOCIATION ON THE
39 OCCASION OF ITS 50TH ANNIVERSARY AND RECOGNIZING ITS
40 CONTRIBUTIONS TO BELTON AND ANDERSON COUNTY; AND OTHER
41 MATTERS RELATED THERETO.

42 Whereas the Belton Area Museum Association (BAMA),
43 founded as the Belton City Museum in 1975, was created
44 to preserve artifacts, documents, and stories of local
45 history; and

46 Whereas the museum gained charitable status in 1977
47 and since 1983 has been housed in the Belton Train
48 Depot, a National Register of Historic Places site,
49 with galleries known as the Ruth Drake Museum;
50 and

1 Whereas from 2002 to 2004, BAMA modernized
2 governance, strengthened collection care, and since
3 2005 has presented Heritage Days at the Depot, reaching
4 more than 20,000 students; and

5 Whereas under the leadership of President Alison
6 Ashley Darby, and with support from Anderson County,
7 Pickens Railway, State Senator Billy O'Dell, and the
8 South Carolina Department of Transportation, the Belton
9 Depot received \$300,000 for renovation and was
10 rededicated in November 2006; and

11 Whereas over the last two decades, BAMA has
12 completed 25 oral histories, partnered with schools on
13 books and documentaries, presented more than 50
14 exhibits, hosted three Smithsonian Museum on Main
15 Street traveling exhibits, welcomed more than 10,000
16 visitors annually, and served as a hub for community
17 events and world-class programming;

18 Now, therefore, be it resolved, in a meeting duly
19 assembled this seventh day of October 2025, that the
20 Anderson County Council congratulates the Belton Area
21 Museum Association on its 50th anniversary, expresses
22 appreciation for its work to preserve and share the
23 history of Belton and Anderson County, and extends best
24 wishes for continued success.

25 Put that in the form of a motion.

26 TOMMY DUNN: Have a motion
27 by Councilman Elgin; second by Ms. Wilson. Open the
28 floor up for discussion.

29 GREG ELGIN: Mr. Chairman?

30 TOMMY DUNN: Mr. Elgin.

31 GREG ELGIN: This will also
32 be presented at a later date. We're just going to read
33 it in tonight. They wanted it presented in Belton at a
34 later date. Thank you, sir.

35 TOMMY DUNN: Anymore
36 discussion? All in favor of the motion show of hands.
37 All opposed like sign. Show the motion carries
38 unanimously.

39 Thank you.

40 We're going to move on to item number 3,
41 presentation by Foothills Community Healthcare. Ms.
42 Clinkscapes.

43 MARK RAJKOWSKI: Hello. I am
44 Mark Rajkowski. I am the CEO of Foothills Community
45 Healthcare. I want to first thank you for giving us
46 the opportunity to present to you today. With me
47 today, I have Clarissa Clinkscapes; she's our chief
48 operating officer, and Keith Moody, who is our board
49 chair. I also want to especially thank Glenn Davis for
50 his continued support of Foothills Community Healthcare

1 and his financial contributions that helped us with our
2 pharmacy fund.

3 So we have a few slides to go through, but we'll go
4 through them pretty quickly, so you also have them in
5 front of you. We are designated as a federally
6 qualified health center, which means we actually have a
7 federal grant that helps support our mission to serve
8 the under-served and uninsured. And as you can read
9 before you, health centers have been around since the
10 1960s.

11 Who we serve. Our mission is to serve the
12 uninsured and under-served in the population of our
13 communities. We take, we take all insurances. We
14 don't, we don't turn anyone away regardless of ability
15 to pay. So we receive commercial insurances, Medicare
16 and Medicaid patients.

17 As I mentioned before, our vision is to be a
18 comprehensive, primary, compassionate medical facility
19 that offers affordable, high quality, primary
20 preventive care for individuals and their families.
21 And you can see our vision, our goal is to be the
22 provider of choice for our patients.

23 Where you're receiving funding right now. This is
24 actually our new fundamentals on how we want to create
25 our culture of our organization. We call it Foothills
26 Cares. We want to make sure we are compassionate to
27 our patients; that we're accountable, we always do the
28 right things, we treat them all with respect and keep
29 our own education up and our staff education as long --
30 and also with sensitivity and listening to everyone to
31 understand their needs and understand each other
32 carefully.

33 So this is a list of all the services we provide.
34 Insight, we have medical doctors, we have nurse
35 practitioners, we have licensed social workers, we have
36 a psychiatric nurse practitioner, and we also -- our
37 contract with a psychiatrist who oversees our
38 psychiatric nurse practitioner to ensure we're
39 providing proper medication and psychiatric help as
40 needed. We do sports physicals. We also do women's
41 health. We work with the Choose Well Organization,
42 which actually helps us with contraceptive or birth
43 control methods to ensure women have their proper
44 health.

45 And just this year, we opened up our new facility
46 here in Anderson on Lakeside Shopping Center, and we
47 actually hired pediatricians, so now we can see from
48 zero -- age zero all the way up; full service of
49 patients.

50 As mentioned, we have three locations. We're

1 located in Easley. This is actually on site -- I'm
2 sorry long site. We're actually -- we actually have an
3 on site pharmacy, also. Our pharmacy is what is called
4 a 340B pharmacy, which means that allows us to buy
5 prescriptions at cost, and we transfer that cost to
6 uninsured or uninsured patients at cost with a small
7 sliding fee scale for administration of a product. All
8 patients actually are qualified for it, too. So the
9 only caveat to our pharmacy, in order to get this
10 savings that our 340B program offers, is the
11 prescription has to be written by our provider. But we
12 are also an open pharmacy, so even though you may see
13 our doctor, may see an outside specialist, that
14 specialist can refer that prescription to us, but the
15 patient would have to pay normal prices if they were
16 going to CVS or Walgreens. We actually -- as I said
17 our pharmacy right now is in Clemson and Anderson. We
18 plan to also open up one in Easley in the near future.

19 This is where County Councilman Glenn Davis has
20 also helped us. There are times when patients, even
21 though they may be uninsured or under-insured, they
22 just don't have the money to pay for the prescription.
23 So we have created a fund to when patients can't afford
24 the medication, make sure they have continuity of care,
25 and they're getting the medications they need, we have
26 this fund where we draw from as patients have a need to
27 pay for their prescription so nobody goes without their
28 proper medication.

29 Obviously, for our patients, there's a patient
30 portal, so I think patients can anytime access our
31 providers and send them a message or check their lab
32 results or ask for the prescription to be refilled or
33 request an appointment with us. We also offer health
34 -- telehealth services, mostly is primarily used for
35 our behavior health patients who use it, but some of
36 our primary care providers still choose to use
37 telehealth services.

38 And then we have our mobile medical unit, which
39 Clarissa actually oversees it. You want to talk?

40 CLARISSA CLINKSCALES: So with our
41 mobile medical unit, we basically meet the patient
42 where they are. So we go into the community. We go to
43 schools, shelters. We've done health fairs at
44 churches. So we can do anything from Women's Health,
45 well child visits, blood pressure checks, anything. We
46 have three outreach coordinators in each of our
47 centers, and they go and pretty much bring the patients
48 to us, or we go and see the patients. We had a very
49 good relationship with Anderson District Five and also
50 Anderson District One with serving the children in that

1 school district.

2 MARK RAJKOWSKI: As this just
3 shows you, there is a federal call for a health center
4 in every county of South Carolina. Sometimes people
5 don't realize that. We happen to be in Oconee --
6 Anderson County and Pickens County, and this actually
7 shows our three locations.

8 Let's also -- we also track our patients right
9 away. As soon as they finish a visit, they are sent a
10 patient satisfaction survey, and you see here, most of
11 our patients always give us a five star rating, and
12 actually our average is a 4.7 right now, is our overall
13 five star rating for them. So just shows that we are
14 -- we take our patients' feedback very seriously.
15 What's important about this site is every federal
16 qualified health center has to submit a UDS, uniform
17 data system report, every year, which reports on your
18 -- everything you've done from January to December, the
19 patients you've seen, the quality measures, insurance
20 and financial measures. It's like a complete audit of
21 everything. But what's really important about this
22 site is that across the United States, South Carolina
23 came in second place for overall improvement of quality
24 care across the United States. This just gives credit
25 to the health centers of South Carolina that we are
26 doing a good job in making our -- improving the quality
27 measures of our community. This slide actually just
28 shows you our -- 40% of our patients do come from
29 commercial, 14% are from our uninsured population, 19%
30 are Medicaid and 27% are Medicare population.

31 I mentioned before, we work with a lot of different
32 organizations. Choose Well is what we use for women's
33 health. Our primary in South Carolina is our PCA.
34 They are responsible for making sure we have the proper
35 education, resources and any lobbying that we may need
36 to do to get bills passed at the state level. That is
37 their role. We have actually been recognized by HRSA
38 in our UDS when we submit our uniform data system
39 report every year. We actually were recognized with
40 our health disparities award and access winner --
41 access enhancer. And we also are recognized as a
42 patient medical home. Some people here are Joint
43 Commission. PCMH is very similar to Joint Commission.
44 It's just really more of what is found in federal
45 qualified health centers, the certification we get for
46 achievement.

47 And to just give you a quick idea of the growth
48 we've had. When this organization was first formed, is
49 in 2008. It started in Clemson. And in 2016 we grew
50 it to Easley. In 2020 we opened up in the Westside

1 Community Center. We opened up our first location here
2 in Anderson. And since then, we were able to win some
3 grants and able to open up a new, brand new, 30,000
4 square foot site in 2025 at 302 Pearman Dairy Road,
5 which is great because we're also working with Keith
6 Moody. We actually have -- busses actually stop right
7 in front of our doors. So before patients would have
8 to walk up the block to get to us. So we -- the great
9 part of this is that we provide transportation for
10 Anderson County anyway, for services.

11 Yes, outreach. Do you want to talk?

12 CLARISSA CLINKSCALES: Okay, yes, I'll
13 talk about our pharmacy fund. We had already alluded
14 to this with County Councilman Davis, who came to one
15 of our national health centers at the Westside
16 Community Center and saw the great services, I think,
17 that we provide for Anderson County and just generally.
18 So we do have the pharmacy fund, which Mark talked
19 about, where any patient, it's just not -- any patient
20 who comes to us, and if they do not have the ability to
21 pay for their medication at that moment, we can go to
22 our pharmacy fund and we're allowed to pay the
23 medication. And County Councilman Davis actually
24 started that pharmacy fund for Foothills.

25 MARK RAJKOWSKI: So what -- what
26 is the new thing we're trying to do and reason why
27 we're here today is how we're trying to make another
28 difference. We now have in our new building, we are
29 able to fit out seven dental suites so they are fully
30 ready for a plug and play. By that, I mean, all the
31 vacuum suction is in, the water is in, pipes are
32 sticking out of the ground. But in order to -- our
33 next mission is to open up a dental suite for our
34 population. But 500,000 we actually realized after our
35 board met that we really need to raise a million
36 dollars. The reason for that is it's going to cost us
37 almost \$500,000 for all the dental equipment we need,
38 exam rooms, the X-rays, the panoramic X-ray machine.
39 So just to give us equipment.

40 We're thinking we will need another 500,000 for the
41 people who are uninsured or under-insured, who don't
42 have dental coverage, how they can -- we can use this
43 fund to help them afford the dental care they need.
44 And I'll give you a prime example, we actually have a
45 patient right now who's on Medicare and needs a hip
46 replacement. This patient -- the hospital will not do
47 the hip replacement until they get their dental taken
48 care of, because it's an infection that they have got
49 to address. And the person doesn't have dental
50 coverage. So what do we do? We actually had to refer

1 the patient to our sister company in Greenville to seek
2 the dental care they need, which is 30 miles up the
3 road. So it's a barrier to care. So by us being able
4 to open up our dental practice, we can help meet that
5 mission, have that service for our patients.

6 This slide, actually we have to change this a
7 little bit. We have -- actually did some analysis
8 work. We're actually saying with a \$100 gift, we can
9 actually serve one uninsured patient for a year. With
10 \$250 we could provide six months of preventable dental
11 coverage. For 300 we can, we can provide
12 transportation for families back and forth to our
13 organization. And for \$1,000 we could actually take
14 care of a family of four for a year. So that's our new
15 goal.

16 Here is our -- Clarissa's the best one to contact,
17 is Clarissa, she's our chief operating officer. And
18 with that, I'd like to say thank you. And do you have
19 any questions?

20 TOMMY DUNN: Any questions,
21 comments? Appreciate what y'all do. Thank you very,
22 very much.

23 MARK RAJKOWSKI: Thank you.

24 TOMMY DUNN: At this time
25 we'll be adjourned. We'll reconvene back here at 6:30
26 to start our regular Council meeting.

27

28 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:22 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 7, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting of October 7th to order. I'd like to welcome
4 each and every one of y'all here tonight and thank
5 y'all for coming and participating in your local
6 government.

7 At this time I'd like to recognize Councilman
8 Elgin. Councilman Elgin.

9 GREG ELGIN: Thank you, sir.
10 If I could, I'd like to ask everybody to stand in a
11 moment of silence for the family of -- family and -- of
12 Deputy Mark Garrett, who was tragically taken from us
13 last week. So if we would just bow our heads for a
14 moment of silence. Thank you.

15 **MOMENT OF SILENCE**

16 TOMMY DUNN: Now Ms. Wilson
17 will lead us in the invocation and pledge of
18 allegiance, please. Ms. Wilson.

19 CINDY WILSON: Thank you, Mr.
20 Chairman. May we pray.

21 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON**

22 TOMMY DUNN: Moving on to
23 item number 3, approval of minutes. We haven't
24 received those yet.

25 So we'll move on to item number 4, citizens'
26 comments. As Mr. Harmon calls your name, please step
27 forward, state your name and your district. If you
28 don't know the district, your road name, for the
29 record. You have three minutes. Please address the
30 chair. And the first go-around is only on agenda
31 items.

32 Mr. Harmon.

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

35 TOMMY DUNN: Okay. Thank
36 you.

37 CINDY WILSON: They must have
38 signed the wrong list. We had one who signed to speak
39 under agenda items, she thought.

40 TOMMY DUNN: Somebody sign
41 up for agenda item? Thank you. Appreciate it.

42 Moving on to item number 5, Ordinance third
43 reading. Ordinance third reading, 5(a), 2025-032, an
44 Ordinance authorizing pursuant to Title 12, Chapter 44
45 of the Code of Laws of South Carolina 1976, as amended,
46 the execution and delivery of a second amended &
47 restated fee-in-lieu of ad valorem taxes and economic
48 development agreement, by and between Anderson County,
49 South Carolina and TTI Consumer Power Tools, Inc.
50 (formerly One World Technologies, Inc.), as sponsor,

1 including one or more existing or to-be-formed or
2 acquired subsidiaries, or affiliated or related
3 entities and certain sponsor affiliates; and other
4 related matters. This is Project Machine. This is
5 over 200 jobs. This company will be good.
6 Mr. Burriss, if you would start off your thing, if
7 you've got anything to say. Or do you want to have a
8 public hearing?
9 BURRISS NELSON: (Inaudible.)
10 TOMMY DUNN: Thank you.
11 Now we'll go into a public hearing on this matter.
12 Anyone wishing to speak to this matter, please step
13 forward, state your name and district for the record.
14 Please address the chair. You have three minutes.
15 Anyone at all? Seeing and hearing none, do we have a
16 motion to move this forward?
17 BRETT SANDERS: So moved.
18 TOMMY DUNN: Motion by
19 Councilman Sanders. Do we have a second?
20 GLENN DAVIS: Second.
21 TOMMY DUNN: Second by
22 Councilman Glenn Davis. Open the floor up for
23 discussion. Seeing and hearing none, all in favor of
24 the motion show of hands. All opposed like sign. Show
25 the motion carries unanimously.
26 We're going to move on to item number 5(b),
27 2025-036, an Ordinance establishing a temporary
28 moratorium on applications and administrative
29 processing for approval of certain residential living
30 unit projects in excess of four (4) residential lots
31 within the unincorporated area of Anderson County;
32 invoking application of the pending ordinance doctrine;
33 and other matters related thereto.
34 This will be a public hearing. Anyone wishing to
35 speak to this matter, again, please step forward, state
36 your name and district. You have three minutes. And
37 please address the chair, please. Anyone at all?
38 Anyone?
39 Public hearing will be closed. Do I have a motion
40 to this forward?
41 CINDY WILSON: So moved.
42 TOMMY DUNN: Motion Ms.
43 Wilson. Do we have a second?
44 JIMMY DAVIS: Second.
45 TOMMY DUNN: Second by
46 Councilman Jimmy Davis. Open the floor up for
47 discussion. Seeing and hearing none, all in favor of
48 the motion show of hands. All opposed like sign. Show
49 the motion carries unanimously.
50 Moving on to item number 5(c), 2025-039, an

1 Ordinance to amend Chapter 12, Article II, Emergency
2 Preparedness, of the Code of Ordinances, Anderson
3 County, South Carolina, to add Section 12-48 titled
4 "Overtime Compensation During a Declared Period of
5 Disaster"; and other matters related thereto.

6 This will be a public hearing. This Ordinance here
7 just clarifies about them -- about our people getting
8 paid for overtime through FEMA money and other federal
9 and state monies.

10 This will be a public hearing. Anyone wishing to
11 speak to this matter, please step forward and state
12 your name and district and address the chair, please.
13 You have three minutes. Anyone at all? Seeing and
14 hearing none, the public hearing will be closed. Do we
15 have a motion to move this forward?

16 GREG ELGIN: So moved.

17 CINDY WILSON: So moved.

18 TOMMY DUNN: Motion by

19 Councilman Elgin; second by Ms. Wilson. Open the floor
20 up for discussion. All in favor of the motion show of
21 hands. All opposed like sign. Show the motion carries
22 unanimously.

23 Moving on to item number 6(a), Ordinance second
24 reading, 2025-040, an Ordinance authorizing the
25 execution and delivery of a fee in lieu of tax
26 agreement by and between Anderson County, South
27 Carolina and [Project Pierce I] with respect to certain
28 economic development property in the county, whereby
29 such property will be subject to certain payments in
30 lieu of taxes, including the provision of certain
31 special source credits; and other matters related
32 thereto.

33 This will be turned over to Mr. Nelson. Before I
34 do, I just want to state for the record, this is a very
35 local-owned company. Glad to see them coming here
36 doing that.

37 Mr. Nelson.

38 BURRISS NELSON: Thank you, Mr.
39 Chairman, members of Council. This is a national
40 company, well respected, bringing a spec building, 18.3
41 million in capital investment; 258,000 square foot
42 facility. Of course, this is a spec building. No jobs
43 will be created. The property last year paid \$119 in
44 property tax. And projected with the new building on
45 the site in 2027 will pay \$55,000. Thirty year taxes
46 for that particular facility, 6 million. And first
47 year community impact 2.5. And 30 year community
48 impact \$18.3 million.

49 TOMMY DUNN: Thank you, Mr.
50 Nelson. And I apologize. I read my notes wrong. This

1 is in Mr. Davis's district, Mr. Jimmy Davis's district.
2 I just wanted to clarify that. I said local. Got my
3 Davises mixed up.
4 Anybody want to make a motion to move this forward?
5 JIMMY DAVIS: I make a motion
6 to move it forward.
7 TOMMY DUNN: Thank you, Mr.
8 Davis, that's Jimmy Davis; and second by Councilman
9 Brett Sanders.
10 Open the floor up for discussion.
11 JIMMY DAVIS: Mr. Chair, if I
12 may?
13 TOMMY DUNN: Yes, sir, Mr.
14 Davis.
15 JIMMY DAVIS: I'll reserve
16 more comments for 6(b), because it's the same company,
17 but this is a wonderful company. And I'm glad they're
18 investing in Anderson County. Thank you.
19 TOMMY DUNN: Thank you.
20 Anyone else? All in favor of the motion show of hands.
21 All opposed like sign. Show the motion carries
22 unanimously.
23 We're going to move on now to 6(b), 2025-041, an
24 Ordinance authorizing the execution and delivery of a
25 fee in lieu of tax agreement by and between Anderson
26 County, South Carolina and [Project Pierce II] with
27 respect to certain economic development property in the
28 county, whereby such property will be subject to
29 certain payments in lieu of taxes, including the
30 provision of certain special source credits; and other
31 matters related thereto.
32 Mr. Nelson.
33 BURRISS NELSON: Thank you, Mr.
34 Chairman. Same company, and of course, they anticipate
35 starting the second building a little bit later, and
36 anticipate the cost being a little bit more. So it's
37 18.6 million in capital investment with very similar
38 numbers that we reported the last time. Thank you,
39 sir.
40 TOMMY DUNN: Do we have a
41 motion to move this forward?
42 JIMMY DAVIS: So moved.
43 TOMMY DUNN: Motion by Jimmy
44 Davis, Councilman Davis. Do I have a second?
45 BRETT SANDERS: Second.
46 TOMMY DUNN: Second by
47 Councilman Brett Sanders. Open the floor up for
48 discussion.
49 JIMMY DAVIS: Mr. Chair, if I
50 may?

1 TOMMY DUNN: Councilman
2 Jimmy Davis.
3 JIMMY DAVIS: I just want to
4 say that, you know, we're looking at first year
5 community impact -- I mean, I know we're doing -- we're
6 giving them a break on the taxes. But the first year
7 community impact for Powdersville is going to be over
8 \$5 million. And that's a -- that's quite an investment
9 for -- and quite an impact into that community. And I
10 welcome the change and the progress.
11 Thank you, Mr. Chair.
12 TOMMY DUNN: Thank you.
13 Anyone else? All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously.
16 Moving on to (c), 6(c), 2025-042, an Ordinance to
17 amend an agreement for the development of a joint
18 county industrial and business park (2010 Park) of
19 Anderson and Greenville counties so as to enlarge the
20 park; and other matters related thereto. This is
21 Project Pierce I & II.
22 Mr. Nelson, you got anything you want to say to
23 this?
24 BRETT SANDERS: Just to say
25 it's a multi county Park Agreement, allows them to
26 access state and local incentives that may be available
27 to them.
28 TOMMY DUNN: Thank you.
29 Do we have a motion?
30 JIMMY DAVIS: I make a motion
31 to move forward.
32 TOMMY DUNN: Motion made by
33 Councilman Jimmy Davis; and we have a second by
34 Councilman Sanders. Open the floor up for discussion.
35 All in favor of the motion show of hands. All opposed
36 like sign. Show the motion carries unanimously.
37 We're going to move on to item number 6(d),
38 2025-043, an Ordinance to amend the Anderson County
39 Land Use Ordinance, by adding Section 24-151 to
40 provide regulations for solar energy facilities in the
41 unincorporated part of Anderson County; and other
42 matters related thereto.
43 We had a meeting on this Friday, and I think we
44 come to the conclusion, most of us anyway, that this
45 needs more work done to it, and talked to that.
46 I make the motion we table this until we can get
47 some stuff done. But I do also want to add, appreciate
48 everybody's hard work on this, especially Mr. Davis,
49 Jimmy Davis and Mr. Sanders working on this, and Ms.
50 Wilson.

1 Make a motion to table.
2 JIMMY DAVIS: Second.
3 TOMMY DUNN: Second by
4 Councilman Jimmy Davis. All in favor of the motion
5 show of hands. All opposed like sign. Show the motion
6 carries unanimously.
7 Moving on to item number 7(a), Ordinance first
8 reading, 2025-044, an Ordinance to amend an agreement
9 for the development of a joint county industrial and
10 business park (2010 PARK) of Anderson and Greenville
11 counties so as to enlarge the park (Allsource
12 Enterprises LLC D/B/A Safe Industries-Project
13 Precedent); and other matters related thereto.
14 This here is a Greenville County project. They're
15 wanting to do the same thing they've done for us; we
16 reciprocate and do them a favor of putting it in their
17 park where they can get the fee in lieu of full
18 benefits.
19 Mr. Nelson, do you want to add anything?
20 BURRISS NELSON: No, sir, that's
21 perfect. Thank you, sir.
22 TOMMY DUNN: Do we have a
23 motion to move this forward?
24 CINDY WILSON: So moved.
25 JIMMY DAVIS: So moved.
26 TOMMY DUNN: Motion Mr.
27 Jimmy Davis; and second by Councilman Elgin.
28 Open the floor up for discussion.
29 JIMMY DAVIS: Mr. Chair, if I
30 may?
31 TOMMY DUNN: Yes, sir.
32 JIMMY DAVIS: Mr. Nelson,
33 this is the same Safe Industries that operates in
34 Anderson County, if I'm not mistaken, as well. So they
35 ---
36 TOMMY DUNN: It is.
37 JIMMY DAVIS: Great company,
38 great company. Thank you, Mr. Chair.
39 TOMMY DUNN: Anyone else?
40 All in favor of the motion show of hands. All
41 opposed like sign. Show the motion carries
42 unanimously.
43 We're going to move on to item number 7(b),
44 2025-045, an Ordinance to amend Sections 2-33 and 2-925
45 of the Anderson County Code of Ordinances to remove
46 administrative deadlines; and other matters related
47 thereto.
48 Mr. Harmon, do you want to explain this? Mr.
49 Thayer. I'm sorry.
50 JORDAN THAYER: Mr. Chairman,

1 members of Council. Both of these code sections have a
2 May 15th deadline. One is for the first reading of the
3 budget and the other is for capital expenditure
4 requests from county departments.

5 The finance department and the administration
6 decided these deadlines weren't necessary, so we're
7 trying to amend the code to remove those two deadlines.

8 TOMMY DUNN: One thing, I
9 asked for these changes myself. This didn't resonate
10 from staff. I talked to staff about this. I've always
11 thought this was a newer thing about having first
12 reading by May 15. It ties your hands. There's no
13 need in that whatsoever. And the same way with the
14 capital projects. We're still going to have the budget
15 process as always. It just gives us a little bit --
16 future Councils a little bit more freedom.

17 I make the motion to move this forward. Have a
18 second?

19 BRETT SANDERS: Second.

20 TOMMY DUNN: Second by
21 Councilman Brett Sanders. Now open the floor up for
22 discussion. Anyone at all? Hearing and seeing none,
23 all in favor of the motion show of hands. All opposed
24 like sign. Show the motion carries unanimously.

25 Moving on now to item number (c), 2025-046, an
26 Ordinance to amend section 44-143 of the Anderson
27 County Code of Ordinances to add an administrative fee;
28 and other matters related thereto.

29 Mr. Jordan.

30 JORDAN THAYER: Thank you, Mr.
31 Chairman. So this fee is related to sewer service. At
32 the moment, when you get on to the county sewer you pay
33 a deposit. At the end of your sewer service if you
34 have any outstanding fees, they take those fees out of
35 the deposit and return it to you. We're adding a \$10
36 administrative fee for the operation of the sewer
37 department and the management of the sewer services.
38 So this would come out of the deposit when we return it
39 to the users.

40 TOMMY DUNN: Thank you. I
41 just want to clarify. Mr. Harmon, Mr. Jordan, I think
42 this is something that's been happening. We're just
43 cleaning up something another and making sure --
44 putting in there to make sure it's kosher.

45 Do we have a motion to move this forward?

46 CINDY WILSON: So moved.

47 CHRIS SULLIVAN: Second.

48 TOMMY DUNN: Motion Ms.

49 Wilson; second by Councilman Sullivan. Open the floor
50 up for discussion. All in favor of the motion show of

1 hands. All opposed like sign. Show the motion carries
2 unanimously.

3 Thank you, Mr. Thayer.

4 We're going to move on to item number (d),
5 2025-047, an Ordinance authorizing the execution and
6 delivery of a fee in lieu of tax agreement and special
7 source credit agreement by and between Anderson County,
8 South Carolina and Project Elevate, with respect to
9 certain economic development property in the county,
10 whereby such property will be subject to certain
11 payments in lieu of taxes, including the provision of
12 certain special source credits; and providing for
13 related matters. Project Elevate.

14 And this is -- we all know, we should know, this is
15 a very, very old company in Anderson County, dear to
16 most of our hearts, it is to mine. It's the Farm
17 Bureau of Anderson County.

18 BURRISS NELSON: Yes, sir, Mr.
19 Chairman. And the grain elevator section there. And
20 that's what this is all about.

21 TOMMY DUNN: And this is
22 greatly needed for our farmers here in Anderson County.

23 BURRISS NELSON: Yes, sir. And
24 great, great opportunity for them, but it improves and
25 modernizes the whole operation out there. And much to
26 our surprise, we thought it would qualify for
27 agricultural exemption. It does not. And because of
28 that, we worked with them on a fee agreement. It's
29 \$4.9 million in capital investment. It gives their
30 employees that are existing the substantial job
31 opportunity for far into the future. And it certainly
32 is a great assistance to the agricultural community of
33 Anderson County.

34 Taxes paid last year, 13,000. Projected for the
35 new investment is an additional 11,000. And over 34
36 years, 2.9 million. First year community impact,
37 228,000 and it's far greater than that. And then over
38 30 years, community impact, 678,000.

39 Thank you, Mr. Chairman.

40 TOMMY DUNN: Thank you. And
41 as you said, it's a great impact now and it gives our
42 farmers a place to bring their crops.

43 Do we have a motion to move this forward?

44 BRETT SANDERS: So moved.

45 CINDY WILSON: Second.

46 TOMMY DUNN: Motion Mr.

47 Sanders; second Ms. Wilson. Open the floor up for
48 discussion. All in favor of the motion show of hands.
49 All opposed like sign. Show the motion carries
50 unanimously.

1 Moving on to item number (e), 2025-048, an
2 Ordinance to amend an agreement for the development of
3 a joint county industrial and business park (2010 Park)
4 of Anderson and Greenville counties so as to enlarge
5 the park; and other matters related thereto.

6 This is to place Project Elevate in this so it can
7 get the fee in lieu agreement. And Greenville County
8 is doing this right here.

9 Anything you want to add to that, Mr. Nelson?

10 BURRISS NELSON: That's perfect,
11 Mr. Chairman. Thank you.

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

14 CINDY WILSON: So moved.

15 TOMMY DUNN: Motion by
16 Councilman Elgin. We have a second by Mr. Sanders.
17 Any discussion? All in favor of the motion show of
18 hands. All opposed like sign. Show the motion carries
19 unanimously.

20 We're going to move on now to item number (f),
21 2025-049, an Ordinance (1) Authorizing pursuant to
22 Title 4 of the Code of Laws of South Carolina 1976, as
23 amended, including Sections 4-1-170, 4-1-175, and
24 4-29-68 thereof, and Article VIII, Section 13 of the
25 South Carolina Constitution, the execution and delivery
26 of an infrastructure credit agreement, by and between
27 Anderson County, South Carolina and a company or
28 companies identified by the county as Project
29 Briarwood, including any of its related or affiliated
30 entities, to provide for certain special source revenue
31 or infrastructure credits; (2) To enlarge the
32 boundaries of a joint county industrial and business
33 park; and (3) Other related matters. Project
34 Briarwood.

35 And just before I turn it over to Mr. Nelson, I
36 just want to say, this here is a Honea Path project,
37 coming to Honea Path. Dr. Smith who is the mayor of
38 Honea Path asked for this to be on. And glad to help
39 him out.

40 Mr. Nelson.

41 BURRISS NELSON: Thank you, Mr.
42 Chairman, members of Council. Of course, as you may
43 remember, cities have to invite the county in, in any
44 kind of incentive agreement. And we got that request
45 from Mayor, the new mayor Dr. Smith, as well as the
46 city of -- town of Honea Path.

47 This is a \$3 million capital investment by a group
48 and -- development group there who have a heart big as
49 Texas that want to do great things for the town of
50 Honea path. Investing their own money in downtown.

1 And they certainly don't have to, to make Honea Path
2 better.

3 Taxes paid on these properties last year were
4 \$8,000. And the new taxes that will be projected will
5 be an additional 4,000. 34 years, 2.1 million.
6 Community impact, 36,000 in the first five years. And
7 then 30 year community impact, 2.4. However, the
8 impact for the town of Honea Path will be far greater
9 than these numbers here, because it will clean up some
10 buildings there that are in terrible shape.

11 Thank you, Mr. Chairman.

12 TOMMY DUNN: Thank you.

13 Do we have a motion to move this forward?

14 CINDY WILSON: So moved.

15 TOMMY DUNN: Motion Ms.

16 Wilson. Do we have a second?

17 JIMMY DAVIS: Second.

18 TOMMY DUNN: Second by

19 Councilman Jimmy Davis.

20 Open the floor up for discussion. All in favor of
21 the motion show of hands. All opposed like sign. Show
22 the motion carries unanimously.

23 We're going to move on to item (g), 2025-050, an
24 Ordinance to amend an agreement for the development of
25 a joint county industrial and business park (2010 Park)
26 of Anderson and Greenville counties so as to enlarge
27 the park to include certain property owned by [Project
28 Briarwood]; and other matters related thereto.

29 This is like all the rest of them we've done. This
30 is just putting the property we just talked about into
31 a business park, 2010 park, where they can get full
32 benefit of the fee agreement.

33 Anything you would like to add to that, Mr. Nelson?

34 BURRISS NELSON: That's perfect,
35 Mr. Chairman.

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

38 CINDY WILSON: So moved.

39 TOMMY DUNN: Motion by

40 Councilman Sanders; second Ms. Wilson. Open the floor
41 up for discussion. All in favor of the motion show of
42 hands. All opposed like sign. Show the motion carries
43 unanimously.

44 We're going to move on to item number (h), 7(h),
45 2025-051, an Ordinance authorizing the execution and
46 delivery of a fee in lieu of tax agreement by and
47 between Anderson County, South Carolina and [Project
48 Home Run] with respect to certain economic development
49 property in the county, whereby such Property will be
50 subject to certain payments in lieu of taxes, including

1 the provision of certain special source credits; and
 2 other matters related thereto.

3 This is the local owned company that I was saying
 4 to Mr. Nelson that's been here -- been in Anderson
 5 County for well over, probably 50 years. Built one of
 6 the first fire trucks that I was in the fire department
 7 with and they do great. The family has really took it
 8 to another level and it's great seeing a local company
 9 do what they've done.

10 Mr. Nelson.

11 BURRISS NELSON: Thank you, Mr.
 12 Nelson, members of Council. Of course, this is a \$9
 13 million capital investment of a company that we know
 14 very well and we've been able to assist and they've
 15 been successful because of another fee agreement that
 16 we've had with them and created many jobs there.

17 This is an addition of 20 jobs with a 22.98 hourly
 18 average wage for a new annual payroll coming into
 19 Anderson County of \$919,000. First year taxes -- they
 20 paid last year's taxes and are up-to-date with their
 21 taxes, 213,000. This will add an additional \$40,652.
 22 Over 34 years, this additional will be \$890,000 to the
 23 tax roll. Community impact, 310,000; and over 30 years
 24 5.1 million. Thank you, Mr. Chairman.

25 TOMMY DUNN: Thank you.

26 Do we have a motion to move this forward?

27 CINDY WILSON: So moved.

28 TOMMY DUNN: Motion Ms.

29 Wilson. Do we have a second?

30 GLENN DAVIS: Second.

31 TOMMY DUNN: Second by

32 Councilman Glenn Davis. Open the floor up for
 33 discussion. All in favor of the motion show of hands.
 34 All opposed like sign. Show the motion carries
 35 unanimously.

36 We're going to move on to item number 8, 8(a),
 37 Resolution. This is 2025-041, a Resolution to purchase
 38 property on Snow Road to operate an opioid recovery
 39 program; and other matters related thereto.

40 I'm just asking. I think all we're doing here,
 41 voting on, is give staff the right to negotiate a price
 42 and then come back and we'll vote on the price.

43 Okay. Do we have a motion to put this on the
 44 floor?

45 JIMMY DAVIS: So moved.

46 TOMMY DUNN: Councilman

47 Jimmy Davis makes the motion. Do we have a second?

48 Second by Councilman Chris Sullivan. Now open the
 49 floor up for discussion.

50 JIMMY DAVIS: Mr. Chair?

1 TOMMY DUNN: Councilman
2 Jimmy Davis.
3 JIMMY DAVIS: I want to be
4 very clear here, even though we're just voting to give
5 staff the authority to go and negotiate, there is no --
6 I mean it's already been out there on the world of the
7 Facebook that we should spend money on the roads and
8 not on buying a house for drug addicts. But there is
9 no way that we're -- this money is coming from the
10 opioid money and we have to spend it on such things and
11 it's not coming out of the general budget for the
12 taxpayers. So we're not spending money that we could
13 spend anywhere else. This is money that's coming out
14 of the opioid fund that we have to spend on opioid
15 recovery programs. So I just wanted to put that on the
16 record. Thank you, Mr. Chair.
17 TOMMY DUNN: Thank you for
18 doing that. Anymore discussion?
19 CINDY WILSON: May I?
20 TOMMY DUNN: Ms. Wilson.
21 CINDY WILSON: I think
22 certainly the project is very, very worthy, and from my
23 perspective, just looking to get the best deal for the
24 county as possible.
25 And I have a question. It says that the property
26 will be operated by Love Well for 15 years. But does
27 Anderson County own the property? Is that what I'm ---
28 TOMMY DUNN: Yes.
29 CINDY WILSON: --- under-
30 standing?
31 TOMMY DUNN: Yes. I'll let
32 Mr. Thayer ...
33 JORDAN THAYER: We would own
34 the property. We have an arrangement with the opioid
35 recovery fund where they would have a lien on the
36 property, and so their lien would be conditional, and
37 so we would have to operate the recovery center for 15
38 years.
39 If we wanted to sell it before then there's a
40 sliding scale of what we would owe. So every year, an
41 amount would come off. So it basically becomes more
42 and more ours every year. And then at the end of 15
43 years, it's -- the lien would be released.
44 So the property title would be held by the county,
45 but the opioid recovery fund would still have some
46 interest in it to ensure that it would be operated for
47 15 years. If we wanted to get out from under it within
48 10 years, that would be fine. We would just have to
49 give some of the money back to the opioid recovery
50 fund.

1 CINDY WILSON: Let's hope that
2 we could give it back in 10 years, and there would be
3 no need for it. But sadly, that doesn't seem to be the
4 case.
5 There were several concerns that a number of us
6 noted, and one was the appraisal was by an appraiser
7 from over toward North Carolina. Two of the
8 comparables were in super, super nice areas, and didn't
9 seem to be real comparable. And as Mr. Elgin pointed
10 out, and I'd looked at it, there was one that's not
11 even in the county.
12 So I'm hoping that the negotiations will reflect
13 not just the need for the property but the realities of
14 the market right now. The big ticket properties seem
15 to be moving very quickly. And while the person who
16 owns the property probably has a lot invested, it would
17 behoove us to pay no more than what we have to to get
18 it. So that would be what I would counsel. Thank you.
19 TOMMY DUNN: Thank you.
20 Anyone else?
21 BRETT SANDERS: Mr. Chairman?
22 TOMMY DUNN: Yes, sir,
23 Councilman Sanders.
24 BRETT SANDERS: I just wanted
25 to go on record, the county will not be maintaining,
26 staffing or doing anything on that project.
27 TOMMY DUNN: They'll give us
28 a -- more of a contract when we get ready to vote on
29 something. Right now we asked them to explore, to go
30 get a price and everything.
31 BRETT SANDERS: If it does go
32 through, it's not going to be a county run facility.
33 TOMMY DUNN: That's right.
34 BRETT SANDERS: We're not using
35 taxpayer money to hire and put roofs on and maintain
36 the property. It's their liability.
37 TOMMY DUNN: That's right.
38 BRETT SANDERS: Thank you.
39 TOMMY DUNN: Thank you.
40 Anyone else?
41 CHRIS SULLIVAN: Mr. Chairman?
42 TOMMY DUNN: Councilman
43 Sullivan.
44 CHRIS SULLIVAN: I did want to
45 make sure -- I know we've discussed this -- but all the
46 up-fits to make this legal, all of that's being
47 provided by the opioid, as well. There's no money out
48 of pocket by Anderson County to bring this building up
49 to code for what will be with all the multi residents,
50 no funds at all.

1 JORDAN THAYER: That's correct.
2 CHRIS SULLIVAN: Thank you.
3 TOMMY DUNN: Unless they
4 come back and want some of your rec money. Anybody got
5 anything else? All in favor of the motion show of
6 hands. All opposed like sign. Show the motion carries
7 unanimously.
8 Moving on to item number 2025-042. This is 8(b), a
9 Resolution to purchase real property on Hobson Road
10 next to Francis Crowder Park; and other matters related
11 thereto.
12 This is the same thing. We're not buying a
13 property. This is just giving them the right to
14 negotiate. And Mr. Harmon will be the one doing the
15 negotiation and will be handling this.
16 Do we have a motion to move this forward?
17 CINDY WILSON: So moved.
18 TOMMY DUNN: Motion by Ms.
19 Wilson. Have a second?
20 CHRIS SULLIVAN: Second.
21 TOMMY DUNN: Second by
22 Councilman Sullivan. Open the floor up for discussion.
23 JIMMY DAVIS: Mr. Chair, if I
24 may?
25 TOMMY DUNN: Let me get
26 Councilman Sullivan first.
27 JIMMY DAVIS: Go ahead.
28 CHRIS SULLIVAN: I want to thank
29 the staff for bringing this up. I love parks. I love
30 District One. I loved Mr. Crowder. He did a great job
31 here. I think this is an exciting option. I talked to
32 Mr. Thayer today about the Facebook crowd has caught
33 this transaction and kind of went to town on it. But
34 it looks like there's two parcels that that group
35 bought, and that the \$45,000 amount is probably
36 extremely negotiable.
37 And I'm excited if we can make something like this
38 work for a dollar amount that everybody can agree on.
39 I think this is an exciting -- get a nice sign out
40 there for it, as well. I think some people have
41 trouble identifying this park by driving by it, so get
42 some nice signage out there.
43 But gives over an acre of land that I think the
44 trail community is very excited about the opportunities
45 here, so I'm excited, as well.
46 TOMMY DUNN: Thank you. Mr.
47 Jimmy Davis.
48 JIMMY DAVIS: Again, I want
49 to make sure this is on the record for our Facebook
50 friends and followers out there, that this money that

1 we -- whatever ends up being negotiated, if we so
2 choose to move forward, comes out of ATAX money. That
3 money comes from accommodations tax when people come to
4 Anderson County and sleep in a hotel room for one night
5 or more, for Lake Hartwell or Clemson football games or
6 visiting Powdersville for some reason, but we got a lot
7 of hotels up there, but that money comes from
8 accommodations tax, and that's what would be used for
9 this. It's not -- it's money that, by state law, has
10 to go toward these recreational parks and other ideas.

11 So I just want to make sure that's on the record,
12 that it will not be general budget money that will fund
13 this. Thank you.

14 TOMMY DUNN: And that money
15 -- money you're talking about has to be used for that,
16 not patching potholes.

17 JIMMY DAVIS: That's correct.

18 TOMMY DUNN: Okay, anyone
19 else?

20 CINDY WILSON: May I?

21 TOMMY DUNN: Ms. Wilson.

22 CINDY WILSON: Again,
23 hopefully negotiate that price better. But the
24 property across the road from this is going into a
25 conservation easement, and that will help the concerns
26 about the annexations and so forth. That property is
27 working its way through the system. The Water Council
28 has agreed to provide \$45,000 toward that effort. The
29 family, I think, is putting up quite a bit of money.
30 It went before the Conservation Bank or whatever it was
31 in Columbia, and was approved, and it's got, I think,
32 one more step to go.

33 But it's good that a family over in that area
34 wanted to protect the county and themselves and the
35 East-West Parkway concept, and hopefully other families
36 will avail themselves of those tools as well. Thank
37 you.

38 TOMMY DUNN: Anymore
39 discussion? Do we have a motion to move this forward?

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Have a second?

42 We already had that. I'm sorry. All in favor of the
43 motion show of hands. All opposed like sign. Show the
44 motion carries unanimously.

45 We're going to move on to item number (c),
46 2025-043, a Resolution authorizing the execution and
47 delivery of an inducement agreement by and between
48 Anderson County, South Carolina and Project Elevate,
49 whereby, under certain conditions, Anderson County
50 will execute a fee in lieu of tax and special source

1 credit agreement with respect to a project in the
2 county whereby the project would be subject to payment
3 of certain fees in lieu of taxes, and whereby the
4 project/company will be provided certain credits
5 against fee payments in reimbursement of investment in
6 related qualified infrastructure; and providing for
7 related matters.

8 Again, this is Project Elevate. This is the Farm
9 Bureau; we just talked about it.

10 Anything you need to add to this?

11 BURRISS NELSON: No, sir, that's
12 -- this is just a restatement of the agreement.

13 Thank you, sir.

14 TOMMY DUNN: All in favor of
15 the motion show of hands. I'm sorry. We ain't got a
16 motion. Do we have a motion to put this on the floor?

17 BRETT SANDERS: So moved.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Motion by
20 Councilman Sanders; and second Ms. Wilson. Now, open
21 the floor up for discussion. All in favor of the
22 motion show of hands. All opposed like sign. Show the
23 motion carries unanimously.

24 Moving on to item number (d), 2025-044, a
25 Resolution authorizing the execution and delivery of an
26 inducement agreement by and between Anderson County,
27 South Carolina and Project Home Run, whereby, under
28 certain conditions, Anderson County will execute a fee
29 in lieu of tax and special source revenue credit
30 agreement with respect to a project in the county
31 whereby the project would be subject to payment of
32 certain fees in lieu of taxes, and whereby project/
33 company will be provided certain credits against fee
34 payments in reimbursement of investment in related
35 qualified infrastructure; and other matters related
36 thereto. Project Home Run.

37 Do we have a motion to move this forward?

38 JIMMY DAVIS: So moved.

39 TOMMY DUNN: Motion by
40 Councilman Jimmy Davis. Do we have a second?

41 BRETT SANDERS: Second.

42 TOMMY DUNN: Second by Brett
43 Sanders, Councilman Sanders.

44 BURRISS NELSON: This is the
45 same thing, it's a summary of the original agreement we
46 passed just a few minutes ago.

47 TOMMY DUNN: Anymore
48 discussion? All in favor of the motion show of hands.
49 All opposed like sign. Show the motion carries
50 unanimously.

1 BURRISS NELSON: Thank you so
2 much for your support.
3 TOMMY DUNN: Thank you.
4 Appreciate you and what all y'all are doing. You've
5 been busy, you and your team.
6 BURRISS NELSON: Thank you, sir.
7 TOMMY DUNN: And I want to
8 say one thing while Mr. Nelson is here. A lot of these
9 things when it comes out, all these fee in lieu,
10 they're paying taxes. It ain't they ain't paying
11 taxes. They are paying taxes. It's a bad
12 misconception that these companies or what not ain't
13 paying -- they are paying taxes. Right?
14 BURRISS NELSON: We audit every
15 agreement with the Department of Revenue every year.
16 They come up here, bring the audit documents, and we go
17 through page-by-page every one of them and they are all
18 paying what they're supposed to pay. Yes, sir.
19 TOMMY DUNN: Thank you.
20 JIMMY DAVIS: I want to say
21 something. That one in District Six was paying \$220 a
22 year. Year one, they're going to pay \$110,000 a year
23 in taxes. That's quite the difference. We wouldn't
24 have that if we wasn't doing a fee in lieu of
25 agreement. So this is actually adding to the pot; not
26 taking away from it.
27 BURRISS NELSON: Yes, sir,
28 exactly.
29 TOMMY DUNN: Thank you.
30 Moving on to item number 9, executive session to
31 receive legal advice. Do we have a motion?
32 BRETT SANDERS: Mr. Chairman,
33 I'd like to make a motion to go into executive session
34 for legal advice regarding Double Pond Farms LLC versus
35 Anderson County Planning Commission.
36 TOMMY DUNN: We have a
37 motion by Mr. Sanders. Do we have a second?
38 JIMMY DAVIS: Second.
39 TOMMY DUNN: Second by
40 Councilman Jimmy Davis. All in favor of the motion
41 show of hands. All opposed like sign. Show the motion
42 carries unanimously.
43 **EXECUTIVE SESSION**
44 TOMMY DUNN: Motion to come
45 out of executive session by Councilman Sanders, with no
46 action taken. Councilman Sullivan seconds the motion.
47 All in favor of the motion show of hands. All opposed
48 like sign. Show the motion carries unanimously.
49 Do we have a motion?
50 CINDY WILSON: Mr. Chairman,

1 may I make the motion to direct our county attorney to
2 negotiate a settlement agreement regarding this matter
3 and bring the agreement to County Council for
4 consideration.

5 JIMMY DAVIS: Second.

6 TOMMY DUNN: Have a motion
7 by Ms. Wilson; have a second by Councilman Jimmy Davis.
8 Open the floor up for discussion. All in favor of the
9 motion show of hands. All opposed like sign. Show the
10 motion carries unanimously.

11 We're going to move on to item number 10, report
12 from the County Council workshop held on October 3rd,
13 which was Friday.

14 Matt Hogan, on the two things we've already
15 discussed, the house and the lot. We tabled tonight
16 the solar farm ordinance. Where that stands, to start
17 off with, Matt Hogan is setting up some meetings with
18 Duke Energy on the solar farms. We'll get that meeting
19 set up.

20 Mr. Harmon is tweaking a few things, making some
21 changes and getting on some things. Have that for us.

22 And on the tree ordinances, Matt Hogan is also
23 working on that and giving us some tweaking on that
24 with some help. He's got some help out here on that
25 right there. If anybody's got any ideas, see Matt, and
26 that'll be coming before us very shortly.

27 So now moving on to bid approvals and change
28 orders. This is 11(a), change order number 3, bid
29 number 25-015, Piedmont Riverfront Park project.

30 Mr. Davis, do you have a motion?

31 JIMMY DAVIS: I have a motion
32 to accept this change order.

33 BRETT SANDERS: Second it.

34 TOMMY DUNN: Have a motion
35 by Mr. Davis, Jimmy Davis, and second by Brett Sanders,
36 Councilman Sanders. Open the floor up for discussion.

37 JIMMY DAVIS: Mr. Chair, if I
38 may?

39 TOMMY DUNN: Councilman
40 Jimmy Davis.

41 JIMMY DAVIS: I just want to
42 put on the record here that this change order is to
43 expand the offerings at the Piedmont Riverfront Park.
44 And these funds are a state grant that was not used in
45 another area in District Six on the Saluda River. So
46 we talked to our delegation member, and he agreed, and
47 we moved these funds from one project to another. So
48 there's no general budget taxpayer money. This is a
49 state grant money. And I want to make sure that our
50 Facebook followers understand that we are not using

1 money that we could patch potholes with in this
 2 project. This is going to be a wonderful thing, and
 3 I'm excited for the Piedmont Riverfront Park.

4 Thank you, Mr. Chairman.

5 TOMMY DUNN: Thank you.

6 Anyone else?

7 CINDY WILSON: May I?

8 TOMMY DUNN: Ms. Wilson.

9 CINDY WILSON: Our Saluda

10 River is such an incredible asset. If you've not
 11 floated down in a kayak, you've missed a really
 12 extraordinary experience. It's like a wild river in
 13 some areas. I hope people take advantage of this park
 14 and other offerings up and down our county line on the
 15 Saluda. Thank you.

16 TOMMY DUNN: Thank you.

17 Anyone else? All in favor of the motion show of hands.
 18 All opposed like sign. Show the motion carries
 19 unanimously.

20 We're going to move on now to item number 11(b),
 21 request for proposal number 25-001, CAMA software for
 22 assessor's office. This is something that's been ---

23 RUSTY BURNS: Mr. Chairman,
 24 may the treasurer make a few remarks?

25 TOMMY DUNN: I was going to
 26 let that happen. Hang on here a minute now. Let me
 27 get it right. Settle down. I just want to say this is
 28 something we've been talking about a while. It's been
 29 greatly needed. They've been out looking. We had a
 30 workshop here a while back and this was discussed, one
 31 of our things at the Civic Center. I think they
 32 finally have come up on something that they feel good
 33 about that'll work. And according to Ms. Davis, it's
 34 going to save us some money from going the other way.

35 Without further ado, let's all give a big round of
 36 applause for our treasurer of Anderson County, Mr.
 37 Jason Phillips.

38 JASON PHILLIPS: Thank you, Mr.
 39 Chairman and members of Council. Just to be clear, as
 40 you mentioned earlier, Council directed us back in the
 41 -- I believe it was January, early February, to move
 42 forward with finding software that's related to three
 43 functions as it relates to property tax, and that was
 44 starting with our Register of Deeds office. The CAMA
 45 software here, which is for our assessor's office, that
 46 assists in the mass appraisal process. And then,
 47 thirdly, the billing and collection software.

48 So this is step number two. I want to be clear,
 49 we've still got one more step, but this is the largest
 50 undertaking, the CAMA software. We've already made the

1 decision -- or the decision and the work has already
2 began on the Register of Deeds software. I think
3 that's scheduled to be implemented and live toward the
4 first part of 2026.

5 And staff went -- did a lot of hard work on this
6 project, looking for software, went out for RFP process
7 and got seven responses back, have met with two of the
8 finalists that -- and then went on site to two
9 different counties, one out of state and one in state,
10 discussing the software with those counties, and made a
11 decision from there. And based on our estimates back
12 in the -- at the workshop, this software came in at
13 approximately 700,000 less than what we were
14 anticipating. So we're excited to, with the y'all's
15 approval, to get started and ensure that this software
16 gets -- that we start the transition process.

17 And then there will be -- the last part of this
18 process will be the billing and collection software
19 that will come back before Council, probably in the
20 next two to three months.

21 TOMMY DUNN: Anyone have any
22 questions or comments for the treasurer? Mr. Sanders.

23 BRETT SANDERS: This is the one
24 on the Register of Deeds that also keeps property
25 theft; right?

26 TOMMY DUNN: Register of
27 Deed has already been done.

28 BRETT SANDERS: Yeah, but I'm
29 saying that's part of it.

30 TOMMY DUNN: He's asking is
31 this -- is part -- they will intertwined, I think, am I
32 right?

33 BRETT SANDERS: Yeah, it works
34 together. We already have in place ---

35 JASON PHILLIPS: That is correct
36 and ---

37 BRETT SANDERS: Okay.

38 JASON PHILLIPS: Yeah. And
39 actually, the same company that won the bid approval
40 for the Register of Deeds is the same company that will
41 be doing the CAMA software. And that just stands for
42 computer assisted mass appraisal, is what CAMA stands
43 for.

44 TOMMY DUNN: Anyone else.
45 CHRIS SULLIVAN: Mr. Chairman?
46 TOMMY DUNN: Councilman
47 Sullivan.

48 CHRIS SULLIVAN: So I think I
49 worked with Mr. Sanders on this back in January,
50 February, looking at options. And I will say today I

1 had a constituent issue with the assessor's office, and
2 they took care of it in about five minutes. And now I
3 see why. Got a little request coming through. So I
4 got really good treatment today.

5 But the system we are currently on and have been on
6 is beyond archaic. I was looking at how these people
7 have to enter the walls and the boundaries of a piece
8 of property, and it takes these folks, what, 30 to 45
9 minutes per property to do this old style system. So
10 I'm excited that y'all were able to find a good
11 solution to this, because it's spending a lot of our
12 employees' time using old software.

13 JASON PHILLIPS: Yes, so that is
14 the one main thing with going to the new software. As
15 you mentioned, we are on -- currently running on AS400
16 which I think predates my time probably ---

17 TOMMY DUNN: I think it
18 predates this building.

19 JASON PHILLIPS: So, but it
20 should greatly improve workflow efficiencies and be an
21 asset for our employees.

22 TOMMY DUNN: Thank you.
23 Anyone else?

24 JIMMY DAVIS: I make a motion
25 we move forward?

26 CINDY WILSON: Second.
27 TOMMY DUNN: Have a motion
28 by Councilman Jimmy Davis; and second by Ms. Wilson.
29 Any discussion?

30 JIMMY DAVIS: Mr. Chair?
31 TOMMY DUNN: Yes, sir.
32 JIMMY DAVIS: I just want to
33 say, citizens, if you don't know our county treasurer,
34 Jason Phillips, you should, because he does a wonderful
35 job for us. He's elected just like we are, and I thank
36 him for all his hard work. Thank you, Mr. Chair.

37 TOMMY DUNN: Thank you.
38 Anyone else? I just want to thank Mr. Phillips and
39 your staff and everybody that's been working on this.
40 I want to thank Mr. Sullivan and Mr. Sanders for
41 heading this up several months ago. Appreciate all the
42 hard work y'all done. Look forward to getting this
43 done. This ain't just for the staff. It's for the
44 betterment of the citizens of Anderson County.

45 All in favor of the motion show of hands. All
46 opposed like sign. Show the motion carries
47 unanimously.

48 Report now, item number 12, a vehicle donation.
49 This is a 2015 Dodge Charger to the town of Iva. Do we
50 have a motion to move this forward?

1 CINDY WILSON: So moved.
2 GREG ELGIN: So moved.
3 TOMMY DUNN: Motion by
4 Councilman Elgin; second Ms. Wilson. Open the floor up
5 for discussion.
6 GREG ELGIN: Mr. Chairman?
7 TOMMY DUNN: You going to
8 bring up about a million dollars?
9 GREG ELGIN: Yeah.
10 TOMMY DUNN: Go ahead.
11 GREG ELGIN: No, I'm not
12 going to do that.
13 They recently had a -- one of their cars caught on
14 fire and needed something pretty quick. We happened to
15 have this down there and it had been deadlined. I
16 believe it was one of the old Belton cars. Appreciate
17 that. Thank you.
18 TOMMY DUNN: Yes, sir.
19 Anyone else? All in favor of the motion show of hands.
20 All opposed like sign. Show the motion carries
21 unanimously.
22 We're going to move on now to item number 13,
23 requests by Council members. Councilman Jimmy Davis.
24 JIMMY DAVIS: Thank you, Mr.
25 Chair. I'll make these in the form of one motion, if
26 that's okay.
27 TOMMY DUNN: Yes, sir.
28 JIMMY DAVIS: From District
29 Six appropriation account, South Main Chapel and Mercy
30 Center, \$1,000; Powdersville League of Youth,
31 Powdersville PLAY as they're called, \$5,000; and
32 Connect Powdersville for the Rhythm On The River
33 Festival, \$7,500. I make that in form of a motion.
34 BRETT SANDERS: Second.
35 CINDY WILSON: Second.
36 TOMMY DUNN: Have a motion
37 by Councilman Jimmy Davis; and second Ms. Wilson. Open
38 the floor up for discussion. All in favor of the
39 motion show of hands. All opposed like sign. Show the
40 motion carries unanimously.
41 Moving on to Councilman Sanders.
42 BRETT SANDERS: Thank you, Mr.
43 Chairman, if I may combine these out of my special
44 appropriations account. Anderson Voices for Animals,
45 500; Foothills Community Healthcare, 1,500; Shock City
46 Jeep Club, 300; South Main Chapel and Mercy Center,
47 1,000; Anderson YMCA, 1,000; Leadership Anderson, 500.
48 And I put that in the form of a motion, sir.
49 JIMMY DAVIS: Second.
50 CINDY WILSON: Second.

1 TOMMY DUNN: Have a motion
2 by Councilman Sanders; and second by Councilman Jimmy
3 Davis. Open the floor up for discussion. All in favor
4 of the motion show of hands. All opposed like sign.
5 Show the motion carries unanimously.
6 Moving on to Councilman Glenn Davis.
7 GLENN DAVIS: Thank you, Mr.
8 Chairman, if I may do all of these at one time ---
9 TOMMY DUNN: Yes, sir.
10 GLENN DAVIS: --- out of
11 District Two's appropriation account. Anderson Voices
12 for Animals, 1,500; Foothills Community Healthcare,
13 2,000; Shock City Jeep Club, 358; South Main Chapel and
14 Mercy Center, 1,000; Anderson YMCA, 1,000; United Way
15 Leadership Anderson, 500. And I put that in the form
16 of a motion.
17 CINDY WILSON: Second.
18 TOMMY DUNN: Motion by
19 Councilman Glenn Davis; and second by Ms. Wilson. Open
20 the floor up for discussion. All in favor of the
21 motion show of hands. All opposed like sign. Show the
22 motion carries unanimously.
23 Moving on to Councilman Elgin.
24 GREG ELGIN: Thank you, Mr.
25 Chairman. If I may do it all in one motion. From
26 District Three special appropriation account, Anderson
27 Voices for Animals, 500; Foothills Community
28 Healthcare, 750; Shock City Jeep Club, 500; South Main
29 Chapel and Mercy Center, 500; and United Way Leadership
30 Anderson, 500. Make that in the form of a motion.
31 CINDY WILSON: Second.
32 TOMMY DUNN: We have a
33 motion by Councilman Elgin; second Ms. Wilson. Open
34 the floor up for discussion. All in favor of the
35 motion show of hands. All opposed like sign. Show the
36 motion carries unanimously.
37 Moving on to Councilman Sullivan.
38 CHRIS SULLIVAN: All right.
39 Thank you, Mr. Chairman. Jimmy Davis, I missed on
40 Voices for Animals. I was trying to get a tally here.
41 You didn't do it; okay. All right. So for the
42 District One account, I'd like to make it in the form
43 of one motion. Anderson Voices for Animals, 1,500;
44 Foothills Community Care, 750; Shock City Jeep Club,
45 250; South Main Chapel and Mercy Center, 750; Anderson
46 YMCA, 3,000; and United Way Leadership Anderson, 500.
47 And I make that in the form of a motion.
48 CINDY WILSON: Second.
49 TOMMY DUNN: Have a motion
50 by Councilman Sullivan; and second by Ms. Wilson. Any

1 discussion? All in favor of the motion show of hands.
2 All opposed like sign. Show the motion carries
3 unanimously.
4 Moving on to Ms. Wilson.
5 CINDY WILSON: Thank you, Mr.
6 Chairman. We're getting low on funds in my district.
7 And I've just learned of a major one coming in the door
8 tonight, so my list is brief. Anderson Voices for
9 Animals, \$250; and United Way Leadership Anderson,
10 \$250. And I put that in the form of a motion for
11 District 7.
12 CHRIS SULLIVAN: Second.
13 TOMMY DUNN: We have a
14 motion from Ms. Wilson; second by Councilman Sullivan.
15 Open the floor up for discussion. All in favor of the
16 motion show of hands. All opposed like sign. Show the
17 motion carries unanimously.
18 Out of District Five's special appropriations
19 account, \$500 for Anderson Voices for Animals; 1,500
20 for Foothills Community Healthcare; 800 for Shock City
21 Jeep Club, and that's for Special Olympics; South
22 Carolina Chapel and Mercy Center, \$1,000; \$1,000 for
23 the YMCA; \$500 for Leadership Anderson/United Way. Put
24 that in the form of a motion.
25 CINDY WILSON: Second.
26 TOMMY DUNN: Second Ms.
27 Wilson. Open the floor up for discussion. All in
28 favor of the motion show of hands. All opposed like
29 sign. Show the motion carries unanimously.
30 Moving on to item number 14.
31 RUSTY BURNS: Nothing at this
32 time, Mr. Chairman.
33 TOMMY DUNN: Nothing at this
34 time.
35 Moving on to item number 15, citizens' comments.
36 When Mr. Harmon calls your name, please address the
37 chair, state your name and district for the record, and
38 you have three minutes.
39 LEON HARMON: Mr. Chairman,
40 first speaker is Steven Vickery.
41 STEVEN VICKERY: I'm Steven
42 Vickery. We live on ---
43 TOMMY DUNN: Just one
44 minute. Make sure that mic gets up so we can hear.
45 STEVEN VICKERY: I'm Stephen
46 Vickery. We live on Paulan Road.
47 What I've got tonight, I would like to present to
48 the Council a petition from the 25 families on Paulan
49 Road to request the road be closed where the Anderson
50 property begins at the creek just below the entrance of

1 Philwood Drive. This will provide the new subdivision,
2 new Anderson Lake subdivision that's going in access to
3 Paulan Road where it exists on to Hampton Road.

4 I have talked with Gaston Albergotti, who is the
5 developer, and I think he talked with you, Cindy, I
6 believe, and he and I discussed this, and he's in
7 agreement with this. But this has to go through you
8 guys. And I think maybe this has been turned down
9 before.

10 But this past Wednesday, after all this has
11 happened, I was run out of the road for the third time
12 this week -- I mean this year, and by people speeding
13 up and down our road. And I'm not the only one, and
14 there's several people out there. We've all been
15 discussing this, and this is why the petition was got
16 together.

17 With the coming addition of over 1000 homes to be
18 added to our community, Paulan Road will become
19 basically an absolute interstate. It's also the road
20 that's posted to be closed to through traffic by big
21 trucks, but they're still coming through.

22 We've tried several times to stop the speeding, and
23 I think the county doesn't understand this. They don't
24 have enough people to monitor the road, but they have
25 put out those lines across where they check speed. And
26 when we talked to them last time that was done, several
27 years ago, we had a lot of people doing over 60 miles
28 an hour, and this is a posted 35 mile per hour area.

29 We were also able to get the county put out -- come
30 by and -- a patrolman did come out one afternoon and
31 sat and he came by and talked to my brother and I, who
32 we all live on the same road, and he left. He said,
33 man, you guys have got a problem. Well, we knew that.
34 And he caught somebody doing like 72.

35 So we got together a petition to close the road
36 several months ago, but then this kind of fell through,
37 because the development was going through, and
38 Anderson, who owned that land, didn't want the road
39 closed because it might hinder the sale of the land,
40 and we understood that. But now that's done, and it's
41 sold, and we've talked to the, to the developer, he's
42 in agreement with this. It just has to it -- sits with
43 you guys.

44 Tonight, we are once again requesting you to
45 consider closing the road. And with 1000 homes going
46 in this area and that little road, and everybody in the
47 average home has two cars, we could potentially have
48 2000 people coming up and down that road every day,
49 along where it is now. And the speed limit is not
50 adhered to there. It's a 35 mile per hour posted area.

1 And I would say 75% of the people are doing 50 or over.
2 And we've got an aged community out there, and sooner
3 or later, somebody's going to get hurt, and we've had
4 several people been hit on our roads turning into
5 driveways and coming out.

6 And so that's -- tonight I have the petition. I'd
7 like to give it to you guys so y'all can ---

8 TOMMY DUNN: Thank you. Mr.
9 Burns will get it to the right people.

10 STEVEN VICKERY: Thank you.

11 TOMMY DUNN: Thank you. Mr.
12 Harmon.

13 LEON HARMON: Mr. Chairman,
14 next speaker is Summer Hammett.

15 SUMMER HAMMETT: Good evening.

16 County Council members, thank you for your time and
17 attention and giving me the opportunity to speak
18 tonight. My name is Summer Hammett and I'm the
19 director of Anderson Voices for Animals.

20 Anderson Voices for Animals offer stray and feral
21 cat trap neuter return or TNR to Anderson residents.
22 We have helped to spay and neuter more than 4100 cats
23 for Anderson County. At surgery time, each cat
24 receives spay and neuter surgery, a rabies shot, an
25 FRCP shot, flea medicine, dewormer and a signature ear
26 tip marking the cat as fixed, a basic make over and vet
27 check. These cats are located on every street,
28 neighborhood block and area of our community. They are
29 found at restaurants, gas stations, grocery stores,
30 businesses and personal residences. These cats are in
31 every socioeconomic background.

32 I'm here this evening to ask for your continued
33 support to help me and others with continued access to
34 feral and stray cat spay and neuter surgeries. It has
35 been my labor of love for almost 20 years to help
36 Anderson County residents fix their cats. And many
37 have told me that they prayed that someone would come
38 and help them to get their cat colony under control.

39 Many of the people that I've helped are considered
40 low income. They are hard working and good hearted
41 people who sacrifice in their monthly budget to buy cat
42 food to care for their kitties. They don't want them
43 harmed, picked up by animal control or gotten rid of;
44 they simply want them fixed.

45 For many living alone, these cats are their
46 companions, and it's a quality of life for them. I'm
47 here this evening to attest to the fact that stray and
48 feral cat TNR, trap neuter return works. Getting cats
49 fixed, vaccinated and healthy has proven over and over
50 again that these programs work. Population reduction

1 is the only proven method to get animal over population
2 numbers under control.

3 In almost 20 years of helping Anderson County
4 residents, I can say and confirm that spay and neuter
5 works. I've helped hundreds of people asking the same
6 question and for the same solution, can you help me fix
7 my cats? I can also now confirm that hundreds of
8 people are reaching out to me and other organizations
9 like me and wanting help to get their cats fixed.

10 In 2010 the peak kill rate at our local shelter was
11 10,233. In the last several years, we have continued
12 to see reductions in the numbers of unwanted cats and
13 kittens, dogs and puppies, because of all of our spay
14 and neuter efforts.

15 More recently, though, myself and other cat and dog
16 organizations have seen a rise in the numbers of
17 animals being dumped as more and more people are
18 dealing with new overpopulation. We have come so far
19 in terms of how we address overpopulation in Anderson
20 County. However, we still need more access to low cost
21 spay and neuter options for cats and dogs, and more
22 access to veterinarians willing to perform these spay
23 and neuter surgeries.

24 Just some examples of people lining up wanting
25 help, are lining up at five o'clock in the morning at
26 PAWS with their trapped cats hoping to get a spay and
27 neuter spots, citizens calling local rescue groups and
28 spay and neuter organizations asking for help. We
29 cannot rescue our way out of this problem. We're very
30 thankful for the continued funding of our spay and
31 neuter efforts. Anderson County is a wonderful place
32 to live. We are a caring community full of animal
33 lovers. Please continue to be a solution for us.

34 I'm asking finally, that you help reinstate the
35 feral cat spay and neuter program at PAWS, and that it
36 continues to be a free program funded by our tax
37 dollars. And thank you for your continued support of
38 all of our efforts. Thank you.

39 TOMMY DUNN: Thank you.

40 Appreciate what all y'all do.

41 Moving on next, comments from council members.

42 Ms. Wilson.

43 CINDY WILSON: Thank you. I
44 would like to visit with Mr. Vickery before we leave
45 tonight. There is a problem out there, and we do need
46 to close the road for 18 wheeler traffic and some other
47 measures need to be put in place.

48 But wanted to make sure everyone knows they're
49 invited. We're having some coffee -- conversation and
50 coffee cake with as many of our County delegation

1 members that can make it Tuesday morning, and our
2 Council. We'll go over impact fee legislation and
3 things from our end that we need to do, some annexation
4 conversation, some funding. We do quite well with our
5 County delegation and PRT and other grant funds. But
6 recently, ACOG gave us notice that there are going to
7 be fewer funds coming through that agency next year for
8 the elderly and for highway safety and so forth. So
9 we'll get updated numbers on that.

10 And hopefully sitting down face to face and having
11 pleasant conversation, we'll come away with some
12 positive things that our citizens will be glad that we
13 will have made an effort to do. Thank you.

14 TOMMY DUNN: Councilman
15 Sullivan.

16 CHRIS SULLIVAN: Thank you, Mr.
17 Chairman. I did want to say today my favorite
18 constituent in District One reached out to me about the
19 -- Ms. Hammett -- it'd be my wife, Sissa, reached out
20 to me. I guess she plays tennis with you at Cardinal,
21 and I've heard nothing but good things about you. I'm
22 so glad that you're in this community working, doing
23 what you're doing. It's amazing the amount of work
24 that you do on so many levels. So thank you for that.

25 I did want to mention also the -- we talk about
26 social media stuff, the biggest misconstrued thing now
27 -- it changes month to month, but I would say now is
28 this fee in lieu discussion. And Mr. Burns and I've
29 spoken, and the Chamber of Commerce, I think, is
30 willing to host Mr. Phillips and possibly Mr. Nelson to
31 come to the chamber and do a public meeting to bring
32 people up to speed on what this actually means, what
33 the rules are to this. I think it's a huge
34 misconception that just has caught on like wildfire and
35 continues to be spread. Hopefully some of our state
36 house reps would attend that meeting and all of our
37 council to get a little refresher on this. But I'm
38 looking forward to that down the road from our Anderson
39 Area Chamber of Commerce. And that's all.

40 TOMMY DUNN: Thank you.
41 Councilman Elgin.

42 GREG ELGIN: Thank you, Mr.
43 Chairman. I, again, want to say a big thank you to our
44 county sheriff's office and our sheriff for what they
45 did for the Garrett family this weekend, as well as the
46 Whitefield fire department and basically all of the
47 county fire departments that came out for the funeral
48 on Sunday. It was a great remembrance for deputy
49 Garrett -- or detective Garrett, but we appreciate
50 everything that everybody done.

1 And again, just keep that family in your prayers
2 over the next couple of days. Funeral was just Sunday,
3 so as you know the next couple of days and weeks are
4 going to be tough. So just keep the Garrett family in
5 prayers. Thank you.

6 TOMMY DUNN: Thank you,
7 councilman. Councilman Glenn Davis.

8 GLENN DAVIS: Thank you, Mr.
9 Chairman. I just have one thing. October 18, I'll be
10 having the annual fish fry. We're going to have --
11 going to fill the environment of Anderson County with
12 fish frying. Everyone's welcome. Amen. Thank you,
13 Mr. Chairman.

14 TOMMY DUNN: Thank you.
15 Councilman Sanders.

16 BRETT SANDERS: I just need to
17 get a ride to his fish fry, if possible.
18 Nothing, at this time, sir.

19 TOMMY DUNN: Councilman
20 Jimmy Davis.

21 JIMMY DAVIS: Nothing at this
22 time, sir.

23 TOMMY DUNN: Thank you.

24 Two things I want to keep in mind. We've got the
25 meeting coming up for CodeRight. Everybody get that
26 down, what you call it. We've got that meeting. Then
27 after they meet with us, they're meeting with the
28 Planning Commission. That's going to be very
29 important.

30 Also, piggyback on what Mr. Sullivan said. I think
31 it's great to educate, get the truth out to some
32 people, average citizen, about fee in lieu agreements.
33 But there's another circumstance. They know the truth.
34 They don't want to know the truth. They want to sit
35 here and spread -- they're not that ignorant. They're
36 spreading demagogue and all this. It just -- it's just
37 -- it's really shameful what they're doing, getting out
38 and spread this thing. But that's the world we live in
39 now.

40 But I want to appreciate everybody. Also me and
41 Mr. Elgin had a meeting this morning. They'll be
42 having some more. We hope we're getting one step
43 closer to getting our emergency radio system up to
44 snuff. Be a while, but we're on the road to getting
45 something a little bit better there.

46 Appreciate everybody coming out. Meeting
47 adjourned.

48
49

(MEETING ADJOURNED AT 7:39 P.M.)



RESOLUTION #2025-048

A RESOLUTION HONORING THE HEROISM AND SACRIFICE OF PRIVATE CURTIS ADAMS AND THE "WERETH 11," AND DESIGNATING DECEMBER 17 OF EACH YEAR AS "WERETH 11 REMEMBRANCE DAY" IN ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

Whereas during World War II, eleven Black soldiers of the 333rd Field Artillery Battalion, known today as the "Wereth 11," were captured, tortured, and executed near Wereth, Belgium, on December 17, 1944, after showing extraordinary bravery and loyalty in the defense of freedom; and

Whereas among these heroic men was Private Curtis Adams, a medic with the all-Black 333rd Field Artillery Battalion and a resident of Anderson, South Carolina; and

Whereas through the dedication and research of Honor for Heroes, the American Legion Post 14, Mr. Kip Price of West Virginia, and the late Mr. Joe Small, the long-hidden story of the Wereth 11 was brought to light, ensuring that their sacrifice and courage will be remembered and honored for generations to come; and

Whereas Anderson County recognizes the extraordinary courage, selflessness, and ultimate sacrifice of Private Curtis Adams and his fellow soldiers, and seeks to preserve their story as a permanent part of our shared history;

Now, therefore be it resolved, in a meeting duly assembled this 4th day of November, 2025, that the Anderson County Council hereby designates December 17 of each year as "**Wereth 11 Remembrance Day**" in Anderson County, South Carolina, and calls upon all citizens to remember and honor the courage, sacrifice, and enduring legacy of Private Curtis Adams and the Wereth 11.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

ORDINANCE NO. 2025-044

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 (ALLSOURCE ENTERPRISES LLC D/B/A SAFE INDUSTRIES – PROJECT PRECEDENT); AND OTHER MATTERS RELATED THERETO.

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 “2010 Agreement”); and

WHEREAS, pursuant to Section 3(A) of the 2010 Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County to Allsource Enterprises LLC, d/b/a Safe Industries, for Project Precedent, it is now desired that the boundaries of the Park be enlarged to include a certain parcel in Greenville County constituting the Project Precedent project site.

NOW, THEREFORE, be it ordained by Anderson County Council that the 2010 Agreement is hereby and shall be amended and revised to include the property located in Greenville County as further described on Exhibit A attached to this Ordinance (the “Property”), and, pursuant to Section 3(B) of the 2010 Agreement, upon adoption by Greenville County of a corresponding ordinance, the 2010 Agreement shall be deemed amended to so include the Property in the 2010 Agreement, without further action by either County.

ORDAINED in meeting duly assembled this 4th of November, 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: October 7, 2025

Second Reading: October 21, 2025

Third Reading: November 4, 2025

Public Hearing: November 4, 2025

EXHIBIT A

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

Address: 7104 Augusta Road, Piedmont, SC 29673

Legal Description:

All that certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, containing 34.15 acres, more or less, and being shown and designated as "Site 3" on a plat entitled, "FINAL PLAT – McKINNEY SITE," prepared by EAS Professionals, Inc., dated November 23, 2021, and recorded in Plat Book PL 1416, Page 0093, in the Greenville County Register of Deeds Office (the "Plat") reference to such Plat is made for a more complete description thereof.

DERIVATION: This being same property conveyed to UTC BTS, LLC, by deed of McKinney Land Co., Inc. dated December 16, 2021, and recorded December 20, 2021 in Book 2644, Page 1024, Greenville County records.

TMS No.: 0408000100406

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 7, 2025, October 21, 2025, and November 4, 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: November ___, 2025

ORDINANCE NO. 2025-047

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SOUTH CAROLINA FARM BUREAU MARKETING ASSOCIATION, LLC, BEING FORMERLY KNOWN TO THE COUNTY AS “PROJECT ELEVATE”, 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 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*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of October 7, 2025 (the “*Inducement Agreement*”) with South Carolina Farm Bureau Marketing Association, LLC (the “*Company*”) (which was known to the County at the time as Project Elevate) 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 expand existing warehouse facilities in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project is anticipated to involve an investment of not less than \$4,900,000 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 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 were 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 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 4th day of November, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: October 7, 2025
Second Reading: October 21, 2025
Public Hearing: November 4, 2025
Third Reading: November 4, 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 October 7, 2025, October 21, 2025, and November 4, 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: November 4, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

SOUTH CAROLINA FARM BUREAU MARKETING ASSOCIATION, LLC

Dated as of November 4, 2025

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement (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 Credit Agreement or a summary compliant with Section 12-44-55 of the Code. Capitalized terms not defined in this summary have the meaning given such terms in the Fee Agreement.

Company Name:	South Carolina Farm Bureau Marketing Association, LLC	Project Name:	Project Elevate
Projected Investment:	\$4,900,000	Projected Jobs:	N/A
Location (street):	1306 Whitehall Road	Tax Map No.:	095-12-02-002
Attorney	Jeffrey T. Allen	Attorney Firm	Burr & Forman LLP
1. FILOT			
Required Investment:	\$4,900,000		
Investment Period:	5 + 5 years if there is additional investment beyond the Contract Minimum Investment Requirement	Ordinance No./Date:	2025-047 / November 4, 2025
Assessment Ratio:	6% Fixed	Term (years):	40 years (30 years with a 10-year extension)
Fixed Millage:	Yes; 320.40	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to invest at least \$2,500,000 prior to the end of the Investment Period will result in termination of the Fee Agreement and payment of Deficiency Amount by the Company. See Section 4.03.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
3. SSC	Yes		
Total Amount:	50% years 1-6		
No. of Years	6 years		
Yearly Increments:	No		
Clawback information:	Full prospective loss of the SSC benefit if the Company and all sponsor affiliates fail to invest at least the Contract Minimum Investment Requirement in the Project by the end of the Investment Period. See Section 4.02(d).		
4. Other information			

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

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of November 4, 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, **SOUTH CAROLINA FARM BUREAU MARKETING ASSOCIATION, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (the “*Company*”).

RECITALS

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

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source 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 a manufacturing, warehousing, 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 an agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on November 4, 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 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 South Carolina Farm Bureau Marketing Association, LLC, a South Carolina limited liability company, its affiliates, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$4,900,000 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 the Anderson County Council, the governing body of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Investment Period” shall initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10th) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2025, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2035.

“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 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.

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

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

“SSC Term” shall mean a period of six (6) consecutive years during which the Company shall be entitled to receive, and the County agrees to provide, Special Source Credits in accordance with Section 4.02 hereof, beginning with the first year following the calendar year in which the first Phase of the Project is placed in service.

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project.

“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 320.40 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 South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, warehousing, distribution 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, 2025. 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 (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the 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 assessed value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 40 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 320.40 mills during the Exemption Period against the assessed value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor

Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of six (6) consecutive years. The amount of the Special Source Credits shall be equal to 50% (0.50) multiplied by the FILOT Payments which would otherwise be payable by the Company and any Sponsor Affiliates under this Fee Agreement, calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County prospectively; provided, however, that so long as the FILOT Act Minimum Investment Requirement has been satisfied by the end of the Investment Period, the Company shall have no obligation to repay the benefit of Special Source Credits received prior to the end of the Standard Investment Period.

The dollar amount of the Special Source Credits shall first be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project. If the full dollar amount of the Special Source Credits cannot be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, Section 4-29-68 of the Code presumes the Special Source Credits to have first been used for personal property. As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against a fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the

County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

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

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 Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the 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 commencement of use of the Project, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term 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 will reimburse, or cause reimbursement to, the County for Administration Expenses related to this Fee Agreement in the amount of \$5,000, when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that

general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

South Carolina Farm Bureau Marketing Association, LLC
Attn: Harry L. Ott, Jr.
724 Knox Abbott Drive
Cayce, SC 29033

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

Burr & Forman LLP
Attn: Jeffrey T. Allen
1221 Main Street, Suite 1700
Columbia, South Carolina 29201

If to the County:

Anderson County Administrator
101 South Main Street
Anderson, South Carolina 29622

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

Anderson County Attorney
Attn: Leon C. Harmon
101 South Main Street
Anderson, South Carolina 29622

Section 7.02 Binding Effect

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

board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of Special Source Credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old

ad valorem property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and 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 Credit Agreement]

**SOUTH CAROLINA FARM BUREAU MARKETING
ASSOCIATION, LLC**

By: Harry L. Ott, Jr.

Its: President/CFO

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

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, containing 7.40 acres, more or less, as shown on a plat prepared for South Carolina Farm Bureau Marketing Association, dated August 25, 1988, by Farmer and Simpson Engineers and being bounded and measuring on said plat as follows: on the South by S.C. Highway No. 34 (Whitehall Road) and measuring thereon in an irregular line 957.37'; on the Southwest by property of Anderson County Farm Bureau and measuring thereon 385.56'; on the Northwest by property of R&T Realty and measuring thereon 453.95;' and on the Southeast by the center line of the main track of the Southern Railroad for 830.80'. Be all measurements a little more or less.

TMS #: 095-12-02-002

Derivation:

This being the same property conveyed unto South Carolina Farm Bureau Marketing Association by deed of Piedmont Farmers Association, Inc. dated October 20, 1988 and recorded on October 28, 1988 in the Office of the Register of Deeds for Anderson County, South Carolina in Book 746 at Page 156.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of South Carolina Farm Bureau Marketing Association, LLC (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of November 1, 2025 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

**SOUTH CAROLINA FARM BUREAU
MARKETING ASSOCIATION, LLC**

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of South Carolina Farm Bureau Marketing Association, LLC (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of November 1, 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__.

**SOUTH CAROLINA FARM BUREAU
MARKETING ASSOCIATION, LLC**

Name: _____

Its: _____

ORDINANCE NO. 2025-048

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.

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 Elevate, 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 4th day of November, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: October 7, 2025
Second Reading: October 21, 2025
Public Hearing: November 4, 2025
Third Reading: November 4, 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 Elevate (South Carolina Farm Bureau Marketing Association, LLC) Property Description

ALL that certain piece, parcel or tract of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, containing 7.40 acres, more or less, as shown on a plat prepared for South Carolina Farm Bureau Marketing Association, dated August 25, 1988, by Farmer and Simpson Engineers and being bounded and measuring on said plat as follows: on the South by S.C. Highway No. 34 (Whitehall Road) and measuring thereon in an irregular line 957.37'; on the Southwest by property of Anderson County Farm Bureau and measuring thereon 385.56'; on the Northwest by property of R&T Realty and measuring thereon 453.95;' and on the Southeast by the center line of the main track of the Southern Railroad for 830.80'. Be all measurements a little more or less.

TMS #: 095-12-02-002

Derivation:

This being the same property conveyed unto South Carolina Farm Bureau Marketing Association by deed of Piedmont Farmers Association, Inc. dated October 20, 1988 and recorded on October 28, 1988 in the Office of the Register of Deeds for Anderson County, South Carolina in Book 746 at Page 156.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 7, 2025, October 21, 2025 and November 4, 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: November 4, 2025

ORDINANCE NO. 2025-049

AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND COVAN'S PROPERTIES, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT BRIARWOOD), INCLUDING ANY OF ITS RELATED OR AFFILIATED ENTITIES, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDITS; (2) TO ENLARGE THE BOUNDARIES OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND (3) OTHER RELATED MATTERS

WHEREAS, Anderson County, South Carolina ("**County**"), acting by and through its County Council ("**County Council**") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "**Infrastructure Credit Act**"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("**Infrastructure Credit**") for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("**Infrastructure**"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, Covan's Properties, LLC, a South Carolina limited liability company previously identified by the County as Project Briarwood ("**Company**"), is planning an investment consisting of the expenditure of approximately \$3,000,000 ("**Investment**") to acquire by construction, lease, and purchase certain land, buildings, furnishings, fixtures, and equipment for the purpose of redeveloping certain properties in the County into income-producing properties so as to expand the Company's investments in the County and thus make use of and employ manpower, products, and other resources of the State and to provide services, employment, recreation, or other public benefits not otherwise adequately provided locally (the, "**Project**"); and

WHEREAS, the County has previously created a joint county industrial and business park with Greenville County ("**Park**") pursuant to that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("**Park Agreement**");

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Park are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "**Fee Payment**"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special source revenue or infrastructure credits against certain Fee Payments made in connection with the Project; and

WHEREAS, the County has determined to provide certain annual infrastructure credits against each Fee Payment for a period of twenty (20) years, the terms and conditions of which are more fully set forth in an agreement attached hereto as **Exhibit A** (“**Infrastructure Credit Agreement**”).

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

Section 1. Findings. The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement. The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

Section 3. Inclusion and Maintenance of Project in Park.

(a) The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.

(b) Revenues generated for the Park from the Project through Fee Payments to be retained by the County (“Net Park Fees”) under the Park Agreement shall be distributed within Anderson County in accordance with this subsection, as follows:

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

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

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

Section 4. *Further Acts.* The County Council authorizes the Chair of County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. *General Repealer.* All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 6. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this fourth day of November, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

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:	October 7, 2025
Second Reading:	October 21, 2025
Third Reading:	November 4, 2025
Public Hearing:	November 4, 2025

EXHIBIT A

Property Description

All of those certain parcels of real property, with improvements thereon, located in Anderson County, South Carolina, described in further detail below, which are identified by the tax map numbers below:

<u>Tax Map Number</u>	<u>Approximate Acreage</u>
275-04-04-001 (including portions of former TMS # 275-04-04-057 & 275-04-04-019)	4.72
275-07-07-026	.18
275-07-07-018	1.32
275-07-07-028	.51
275-07-06-013	1.39
275-07-07-019	.53

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract One (1), containing 3.621 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 94 at Page 697 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 1.771 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and revised on January 5, 1987 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 191 at Page 5-A and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, in the County of Anderson, being more particularly shown and described as Lot "B" containing 0.452 acres, more or less, on a certain plat prepared for John Hunter by Earl B. O'Brien, RLS #10755, October 31, 2017 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 2423 at Page 6; the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto as if fully set out.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 0.770 acres, more or less, as shown on a plat prepared by Don M. Kelly, RLS #9318, dated August 16, 2001 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 1250 at Page 2-A.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 0.354 acres, more or less, as shown on a plat prepared by F. Evans Ragsdale, RLS, dated October 29, 1988 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 100 at Page 730 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract II, containing 0.01 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated March 23, 1992 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 104 at Page 738 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated Tract III as containing 1.32 acres, more or less, as shown on a plat prepared by Barry K. Dunn, RLS #8857 dated April 1, 1998 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 113 at Page 575 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

TMS # 275-04-04-001 (including portions of former TMS # 275-04-04-057 and TMS # 275-04-04-019)

ALL that certain piece, parcel or lot of land, lying and being situate in the Town of Honea Path, County of Anderson, State of South Carolina, lying on the northern side of West Greer Street, and containing .18 acres, more or less, as shown on a plat by Joseph A. Nehme dated February 15, 2001, of record in the Office of the Register of Deeds for Anderson County, South Carolina in Slide 1243 at Page 1, and having the metes and bounds, courses and distances as upon said plat appear. Said lot being bounded on the South by West Greer Street; on the West by property now or formerly of Third Generation, Inc., as shown on said plat; and on the North and East by various owners.

TMS # 275-07-07-026

ALL that certain piece, parcel or lot of land with improvements thereon, situate, lying and being within the corporate limits of the Town of Honea Path, Anderson County, South Carolina, shown on a plat by F. E. Ragsdale, Surveyor, dated June 15, 1970 recorded in the Office of the Clerk of Court for Anderson County in Plat Book 71 at Page 143, and according to said plat, having the following metes and bounds, courses and distances: BEGINNING at an iron pin corner on the northerly side of West Greer Street, which corner is 1.5 feet west of the corner of the building upon said lot, and running thence N 08-1 6W 287.5 feet to a corner common with property now or formerly of Hawkins, thence S80-30W 308.5 feet to a corner on the easterly side of Newman Street, thence along said street N09-48W 109.8 feet to a corner in said street, thence N65-32E along the southern side of Newman Street 268.8 feet to an angle, thence N61-04E 104.7 feet to a corner, thence S28-36E 127.8 feet to a corner in a twelve foot alley running in a westerly direction from North Main Street, thence S61-29W 101 feet to a corner, thence S53-53E 55.4 feet to an angle, thence S28-53E 348.4 feet to a corner on the northerly side of West Greer Street, thence along said street S86-1 7W 157 feet to the beginning corner.

LESS AND EXCEPTING HOWEVER: that certain 0.18 acre, more or less as shown on a survey for William Curtis Moore and T. E. Martin by Joseph A. Nehme, dated February 15, 2001 of record in the Office of the Register of Deeds for Anderson County in Plat Slide 1243 at Page I.

LESS AND EXCEPTING HOWEVER: 0.51 acres, more or less conveyed by Dean H. Townsley to the Town of Honea Path by deed dated August 11, 2008 and recorded August 19, 2008 in the aforesaid Register of Deeds Office in Record Book 8810 at Page 45.

TMS # 275-07-07-018

All that certain piece parcel or lot of land shown and designated as 0.51 acres more or less as more accurately described on that certain Survey for "The Commercial Bank Honea Path, SC" prepared by Dunn & Dunn, Inc., Barry K. Dunn, Dr., PLS 8857, revised September 26, 2007 and recorded in the Register of Deeds Office of Anderson County in Plat Slide 1793, Page I 0 with the following metes and bounds to wit:

Beginning at an "O. Mag. Nail" in the concrete sidewalk along West Greer Street thence turning and running S 87° 07' 22" W 102.57 feet to a 1" Rod; thence turning and running N 08° 15' 43" W 289.10 feet to an I" OTP; thence turning and running N 44.41' 48" E 42.33 feet to a mag. nail set; thence turning and running S 28° 41' 07" E 149.89 feet to a 3/4" rod; thence turning and running S 60° 26' 07" W 22.21 feet to a mark in a block wall; thence turning and running S 24° 14' 57" E 67.31 feet to a point; thence turning and running S 60° 50' 10" W 22.11 feet; thence turning and running S 28° 54' 16" E 110.17 feet to the point of beginning.

TMS # 275-07-07-028

ALL that certain parcel or lot of land situate, lying and being in the Town of Honea Path, County of Anderson, State of South Carolina and in School District Number Two, containing 1.389 acres, more or less, as shown on plat by Barry K. Dunn, SCPLS & PE No. 8857, dated November 2, 2000, of record in the Anderson County, South Carolina Register of Deeds in Plat/Slide 1183 at Page 7-A and having the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Also, see plat prepared by T. J. Leslie, Surveyor, dated March 20, 1953, of record in the Anderson County, South Carolina Register of Deeds in Plat Book 80 at Page 634.

TMS # 275-07-06-013

All that certain piece, parcel or lot of land located, lying and being situate in the State of South Carolina, County of Anderson, City of Honea Path, being shown and designated as containing .536 acre, on a survey prepared for COVANS PROPERTIES, LLC, by Steven G. Branyon, PLS #22741 dated October 3, 2019, duly recorded in the Office of the Register of Deeds for Anderson County, South Carolina

TMS # 275-07-07-019

EXHIBIT B

Infrastructure Credit Agreement

INFRASTRUCTURE CREDIT AGREEMENT

BY AND BETWEEN

COVAN'S PROPERTIES, LLC

AND

ANDERSON COUNTY, SOUTH CAROLINA

NOVEMBER 4, 2025

**PREPARED BY:
PARKER POE ADAMS & BERNSTEIN LLP
110 EAST COURT STREET, SUITE 200
GREENVILLE, SOUTH CAROLINA 29601
(864) 577-6370**

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (“**Agreement**”) is made and entered into as of November 4, 2025 by and among Anderson County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting by and through the Anderson County Council (“**County Council**”) as the governing body of the County and Covan’s Properties, LLC, a South Carolina limited liability company previously identified by the County as Project Briarwood (the “**Company**”), and any other party that may join as a Project Affiliate (as defined herein) (hereinafter, the County, the Company, and any Project Affiliate are referred to collectively as “**Parties**,” and individually as a “**Party**”).

WITNESSETH:

(a) The County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “**Infrastructure Credit Act**”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

(b) The Company is planning an investment consisting of the expenditure of \$3,000,000 in connection with the acquisition by construction, lease, transfer, and purchase of certain land, buildings, furnishings, fixtures, and equipment, for the purpose of redeveloping certain properties in the County into productive assets (collectively, “**Project**”);

(c) The Project, including the real property which is more particularly described in the attached **Exhibit A** (“**Project Site**”), will be placed in a multi-county industrial park (“**Park**”) as previously formed by that certain Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), as amended, between the County and Greenville County (“**Park Agreement**”), as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit (as defined herein) to the Company and any Project Affiliates hereunder;

(d) The term Project Affiliate refers to an affiliate that joins with or is an affiliate of the Company who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit B**; and whose investment with respect to the Project shall (i) be considered towards satisfaction of the Investment Commitment (as defined herein), for purposes of this Agreement and (ii) be qualified to receive the benefits pursuant to this Agreement and the Infrastructure Credit Act; and

(e) In accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in a Park, are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “**Fee Payment**”).

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”);

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of an ordinance in accordance with the procedural requirements of the Infrastructure Credit Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of an ordinance; and

(f) Based on representations made by the Company, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the Local Governments as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will invest the Investment Commitment (as defined herein), at the Project by the end of the Investment Period (as defined herein); and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1 *Investment Commitment.*

(a) The aggregate amount the Company and any Project Affiliate shall invest, in the aggregate, in the Project shall equal or exceed \$3,000,000 as measured by original cost without regard to depreciation (“**Investment Commitment**”), before the end of the investment period, which shall begin on the first day of the first tax year in which the Company places investments into service and shall include each subsequent year through December 31, 2030 (“**Investment Period**”).

Section 2.2 *Infrastructure Credits.*

(a) Subject to the provisions in this Section 2.2, the County grants an annual infrastructure credit (“**Infrastructure Credit**”) to the Company and any Project Affiliate against each annual Fee Payment in an amount equal to the percentage (“**Applicable Percentage**”) shown in the table below multiplied by the otherwise due Fee Payment liability each year for a period of twenty (20) years (“**Credit Period**”). The Credit Period shall commence in the first property tax year for which any Fee Payment becomes due. The Parties anticipate that the first year of the Credit Period will be property tax year 2026 (*i.e.*, since the Fee Payment for investments made in 2025 will be invoiced to the Company and any Project Affiliate in property tax year 2026 and payable on or before January 15, 2027) and that the last year of the Credit Period will be tax year 2045.

<u>Years</u>	<u>Applicable Percentage</u>
1-10	95%
11-20	50%

(b) The County shall deduct the Infrastructure Credits from the Company’s and any Project Affiliate’s annual Fee Payment liability and reflect the deduction on the Company’s and any Project Affiliate’s property tax bills with respect to the Project and the Company and any Project Affiliate shall remit the Fee Payment net of the Infrastructure Credit (“**Net Fee Payment**”) to the County.

(c) Any Infrastructure Credit provided under this Agreement shall be used to reimburse the Company and any Project Affiliate for eligible expenditures, as permitted by the Infrastructure Credit Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for personal property. The Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures of the Company, with any remaining Infrastructure Credit benefit to be applied to the eligible expenditures of a Project Affiliate, if any, the allocation of which shall be determined in the sole discretion of the Company. In no event shall the aggregate amount of Infrastructure Credits received as of any point in time exceed the amount of the Company’s, and any Project Affiliate’s, aggregate investment in such eligible expenditures as of such time.

(d) Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Project Affiliate be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken. Each of the Company and any Project Affiliate hereby waive the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken. The Company and any Project Affiliate agree that notwithstanding such waiver, if they receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken, the amount of the Infrastructure Credit that the Company and any Project Affiliate are otherwise eligible to receive shall be reduced by the amount of the abatement of *ad valorem* taxes for the portion of the investment in the Project for which an Infrastructure Credit is taken.

Section 2.3. Certification. For each year during the Credit Period, the Company shall be responsible for completing an “**Investment Certification**” (in substantially the form attached as **Exhibit C**) on or before May 31 following each year of the Investment Period, beginning on May 31, 2026, in accordance with the instructions set forth therein. Exhibit C shall be part of this Agreement. Should the Company fail to submit the Investment Certification by May 31 following each year of the Investment Period, the County may choose to terminate this Agreement upon written notice of default to the Company by the County and the expiration of a 90-day cure period.

Section 2.4. *Project Shall Remain in the Park.*

(a) The County will use its best efforts to ensure that the Project will remain in the Park so long as the Company is located at the Project Site. If, for any reason, the Park Agreement is modified to exclude the Project or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the Infrastructure Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to use its best efforts to make arrangements with the Company to offer a legally available alternative arrangement, upon mutually agreeable terms, that would deliver the same value of the benefits as the Infrastructure Credit benefits set forth in this Agreement for the remainder of the Credit Period, as extended, to the maximum extent permitted by law.

(b) Revenues generated for the Park from the Project through Fee Payments to be retained by the County (“Net Park Fees”) under the Park Agreement shall be distributed within Anderson County as follows:

- (1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- (2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 2.5. *Addition of Project Affiliates.* Any Project Affiliate may join as a Party to this Agreement, without the approval of County Council, provided that it agrees to be bound by the terms of that Joinder Agreement attached as **Exhibit B**, a fully executed copy of which will be delivered to the County.

**ARTICLE III
DEFAULTS AND REMEDIES**

Section 3.1. *Events of Default.* The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment to the County, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform any obligation under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to

include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made;

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage

prepaid, addressed as follows (or addressed to such other address as any party 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:

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: County Administrator
 PO Box 8002
 Anderson, South Carolina 29622

WITH A COPY TO: Anderson County Attorney
(which shall not PO Box 8002
constitute notice): Anderson, South Carolina 29622

AS TO THE COMPANY: Covan's Properties, LLC
 ATTN: Stephanie Covan
 1699 Legion Lake Road
 Honea Path, South Carolina 29654

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(which shall not Attn: Madison Felder
constitute notice) 110 East Court Street, Suite 200
 Greenville, South Carolina 29601

Section 4.2. *Binding Effect.* This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company and any Project Affiliate and the respective successors and assigns thereof. 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 Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. *Counterparts; Electronic Signatures.* This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

Section 4.4. *Governing Law.* This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Infrastructure Credit Act, the Infrastructure Credit Act controls.

Section 4.5. *Amendments.* The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 4.6. *Further Assurance.* From time to time the County shall execute and deliver to the Company any additional instruments as the Company reasonably request to evidence or effectuate the purposes of this Agreement, subject to any approvals required to be obtained from County Council.

Section 4.7. *Severability.* If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment on the Project.

Section 4.8. *Assignment.* This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, which consent will not be unreasonably withheld.

Section 4.9. *Limited Obligation.* THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY 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 ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

Section 4.10. *Force Majeure.* The Company is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 4.11. *Administration Expenses.* The Company agrees to pay the reasonable and necessary expenses incurred by the County with respect to this Agreement ("**Administration Expenses**"), including 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. The parties hereto agree the Administration Expenses shall be \$5,000. The Company agrees to pay the 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 Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 4.12 *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and no Party is bound by any agreement or any representation to another Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.13 Construction. Each Party and its legal counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.14. Waiver. Any Party may waive compliance by another Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Period and payment by the Company and any Project Affiliate of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.16. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

[Signature Page 1 to Infrastructure Credit Agreement]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

COVAN's PROPERTIES, LLC

By: _____

Its: _____

[Signature Page 2 to Infrastructure Credit Agreement]

EXHIBIT A

Property Description

All of those certain parcels of real property, with improvements thereon, located in Anderson County, South Carolina, described in further detail below, which are identified by the tax map numbers below:

<u>Tax Map Number</u>	<u>Approximate Acreage</u>
275-04-04-001 (including portions of former TMS # 275-04-04-057 & 275-04-04-019)	4.72
275-07-07-026	.18
275-07-07-018	1.32
275-07-07-028	.51
275-07-06-013	1.39
275-07-07-019	.53

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract One (1), containing 3.621 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 94 at Page 697 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 1.771 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and revised on January 5, 1987 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 191 at Page 5-A and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, in the County of Anderson, being more particularly shown and described as Lot "B" containing 0.452 acres, more or less, on a certain plat prepared for John Hunter by Earl B. O'Brien, RLS #10755, October 31, 2017 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 2423 at Page 6; the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto as if fully set out.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 0.770 acres, more or less, as shown on a plat prepared by Don M. Kelly, RLS #9318, dated August 16, 2001 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 1250 at Page 2-A.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 0.354 acres, more or less, as shown on a plat prepared by F. Evans Ragsdale, RLS, dated October 29, 1988 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat

Book 100 at Page 730 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract II, containing 0.01 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated March 23, 1992 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 104 at Page 738 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated Tract III as containing 1.32 acres, more or less, as shown on a plat prepared by Barry K. Dunn, RLS #8857 dated April 1, 1998 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 113 at Page 575 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

TMS # 275-04-04-001 (including portions of former TMS # 275-04-04-057 and TMS # 275-04-04-019)

ALL that certain piece, parcel or lot of land, lying and being situate in the Town of Honea Path, County of Anderson, State of South Carolina, lying on the northern side of West Greer Street, and containing .18 acres, more or less, as shown on a plat by Joseph A. Nehme dated February 15, 2001, of record in the Office of the Register of Deeds for Anderson County, South Carolina in Slide 1243 at Page 1, and having the metes and bounds, courses and distances as upon said plat appear. Said lot being bounded on the South by West Greer Street; on the West by property now or formerly of Third Generation, Inc., as shown on said plat; and on the North and East by various owners.

TMS # 275-07-07-026

ALL that certain piece, parcel or lot of land with improvements thereon, situate, lying and being within the corporate limits of the Town of Honea Path, Anderson County, South Carolina, shown on a plat by F. E. Ragsdale, Surveyor, dated June 15, 1970 recorded in the Office of the Clerk of Court for Anderson County in Plat Book 71 at Page 143, and according to said plat, having the following metes and bounds, courses and distances: BEGINNING at an iron pin comer on the northerly side of West Greer Street, which comer is 1.5 feet west of the comer of the building upon said lot, and running thence N 08-1 6W 287.5 feet to a comer common with property now or formerly of Hawkins, thence S80-30W 308.5 feet to a comer on the easterly side of Newman Street, thence along said street N09-48W 109.8 feet to a comer in said street, thence N65-32E along the southern side of Newman Street 268.8 feet to an angle, thence N61-04E 104.7 feet to a comer, thence S28-36E 127.8 feet to a comer in a twelve foot alley running in a westerly direction from North Main Street, thence S61-29W 101 feet to a comer, thence S53-53E 55.4 feet to an angle, thence S28-53E 348.4 feet to a comer on the northerly side of West Greer Street, thence along said street S86-1 7W 157 feet to the beginning corner.

LESS AND EXCEPTING HOWEVER: that certain 0.18 acre, more or less as shown on a survey for William Curtis Moore and T. E. Martin by Joseph A. Nehme, dated February 15, 2001 of record in the Office of the Register of Deeds for Anderson County in Plat Slide 1243 at Page 1.

LESS AND EXCEPTING HOWEVER: 0.51 acres, more or less conveyed by Dean H. Townsley to the Town of Honea Path by deed dated August 11, 2008 and recorded August 19, 2008 in the aforesaid Register of Deeds Office in Record Book 8810 at Page 45.

TMS # 275-07-07-018

All that certain piece parcel or lot of land shown and designated as 0.51 acres more or less as more accurately described on that certain Survey for "The Commercial Bank Honea Path, SC" prepared by Dunn & Dunn, Inc., Barry K. Dunn, Dr., PLS 8857, revised September 26, 2007 and recorded in the Register of Deeds Office of Anderson County in Plat Slide 1793, Page I 0 with the following metes and bounds to wit:

Beginning at an "O. Mag. Nail" in the concrete sidewalk along West Greer Street thence turning and running S 87° 07' 22" W 102.57 feet to a 1" Rod; thence turning and running N 08° 15' 43" W 289.10 feet to an 1" OTP; thence turning and running N 44.41' 48" E 42.33 feet to a mag. nail set; thence turning and running S 28° 41' 07" E 149.89 feet to a 3/4" rod; thence turning and running S 60° 26' 07" W 22.21 feet to a mark in a block wall; thence turning and running S 24° 14' 57" E 67.31 feet to a point; thence turning and running S 60° 50' 10" W 22.11 feet; thence turning and running S 28° 54' 16" E 110.17 feet to the point of beginning.

TMS # 275-07-07-028

ALL that certain parcel or lot of land situate, lying and being in the Town of Honea Path, County of Anderson, State of South Carolina and in School District Number Two, containing 1.389 acres, more or less, as shown on plat by Barry K. Dunn, SCPLS & PE No. 8857, dated November 2, 2000, of record in the Anderson County, South Carolina Register of Deeds in Plat/Slide 1183 at Page 7-A and having the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Also, see plat prepared by T. J. Leslie, Surveyor, dated March 20, 1953, of record in the Anderson County, South Carolina Register of Deeds in Plat Book 80 at Page 634.

TMS # 275-07-06-013

All that certain piece, parcel or lot of land located, lying and being situate in the State of South Carolina, County of Anderson, City of Honea Path, being shown and designated as containing .536 acre, on a survey prepared for COVANS PROPERTIES, LLC, by Steven G. Branyon, PLS #22741 dated October 3, 2019, duly recorded in the Office of the Register of Deeds for Anderson County, South Carolina

TMS # 275-07-07-019

EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to that certain Infrastructure Credit Agreement effective November 4, 2025 (“**Infrastructure Credit Agreement**”), between Anderson County, South Carolina (“**County**”) and Covan’s Properties, LLC (the “**Company**”).

1. Joinder to Infrastructure Credit Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Infrastructure Credit Agreement except the following: _____; (b) acknowledges and agrees that (i) in accordance with the Infrastructure Credit Agreement, the undersigned has been designated as a Project Affiliate by the Company for purposes of the Project; and (ii) the undersigned shall have all of the rights and obligations of a Project Affiliate as set forth in the Infrastructure Credit Agreement, unless otherwise set forth herein.

2. Capitalized Terms.

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

3. Governing Law.

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

4. Notice.

Notices under Section 4.1 of the Infrastructure Credit Agreement shall be sent to:

[_____]

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

Date [Name of Entity]

By: _____
Name: _____
Its: _____
Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Project Affiliate under the Infrastructure Credit Agreement effective as of the date set forth above.

COVAN'S PROPERTIES, LLC

By:_____

Its:_____

EXHIBIT C

INVESTMENT CERTIFICATION

Reference is hereby made to that certain Infrastructure Credit Agreement effective November 4, 2025 (“**Infrastructure Credit Agreement**”), between Anderson County, South Carolina (“**County**”), and Covan’s Properties, LLC, (the “**Company**”). Each capitalized term not defined in this Annual Certification and Claim Form (“**Certification**”) has the meaning contained in the Infrastructure Credit Agreement.

I _____, the _____ of the Company, do hereby certify in connection with Section 1 and Section 2 of the Infrastructure Credit Agreement, as follows:

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

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

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

COVAN’S PROPERTIES, LLC

By: _____

Its: _____

ORDINANCE NO. 2025-050

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY COVAN'S PROPERTIES, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT BRIARWOOD); AND OTHER MATTERS RELATED THERETO.

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 December 1, 2010, as amended, with Greenville County ("Agreement");

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

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 parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is 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, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this 4th day of November, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator
Anderson County Council

Tommy Dunn, Chairman

Renee D. Watts
Clerk to Council

First Reading: October 7, 2025
Second Reading: October 21, 2025
Third Reading: November 4, 2025
Public Hearing: November 4, 2025

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

Property Description

All of those certain parcels of real property, with improvements thereon, located in Anderson County, South Carolina, described in further detail below, which are identified by the tax map numbers below:

<u>Tax Map Number</u>	<u>Approximate Acreage</u>
275-04-04-001 (including portions of former TMS # 275-04-04-057 & 275-04-04-019)	4.72
275-07-07-026	.18
275-07-07-018	1.32
275-07-07-028	.51
275-07-06-013	1.39
275-07-07-019	.53

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract One (1), containing 3.621 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 94 at Page 697 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 1.771 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated December 17, 1985 and revised on January 5, 1987 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 191 at Page 5-A and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALSO, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, in the County of Anderson, being more particularly shown and described as Lot "B" containing 0.452 acres, more or less, on a certain plat prepared for John Hunter by Earl B. O'Brien, RLS #10755, October 31, 2017 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 2423 at Page 6; the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto as if fully set out.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as

containing 0.770 acres, more or less, as shown on a plat prepared by Don M. Kelly, RLS #9318, dated August 16, 2001 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book/Slide 1250 at Page 2-A.

ALSO LESS AND EXCEPTING all that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as containing 0.354 acres, more or less, as shown on a plat prepared by F. Evans Ragsdale, RLS, dated October 29, 1988 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 100 at Page 730 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Tract II, containing 0.01 acres, more or less, as shown on a plat prepared by R.D. Garrison, RLS #3972, dated March 23, 1992 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 104 at Page 738 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated Tract III as containing 1.32 acres, more or less, as shown on a plat prepared by Barry K. Dunn, RLS #8857 dated April 1, 1998 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 113 at Page 575 and having the metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

TMS # 275-04-04-001 (including portions of former TMS # 275-04-04-057 and TMS # 275-04-04-019)

ALL that certain piece, parcel or lot of land, lying and being situate in the Town of Honea Path, County of Anderson, State of South Carolina, lying on the northern side of West Greer Street, and containing .18 acres, more or less, as shown on a plat by Joseph A. Nehme dated February 15, 2001, of record in the Office of the Register of Deeds for Anderson County, South Carolina in Slide 1243 at Page 1, and having the metes and bounds, courses and distances as upon said plat appear. Said lot being bounded on the South by West Greer Street; on the West by property now or formerly of Third Generation, Inc., as shown on said plat; and on the North and East by various owners.

TMS # 275-07-07-026

ALL that certain piece, parcel or lot of land with improvements thereon, situate, lying and being within the corporate limits of the Town of Honea Path, Anderson County, South Carolina, shown on a plat by F. E. Ragsdale, Surveyor, dated June 15, 1970 recorded in the Office of the Clerk of Court for Anderson County in Plat Book 71 at Page 143, and according to said plat, having the following metes and bounds, courses and distances: BEGINNING at an iron pin corner on the northerly side of West Greer Street, which corner is 1.5 feet west of the corner of the building upon said lot, and running thence N 08-1 6W 287.5 feet to a corner common with property now or formerly of Hawkins, thence S80-30W 308.5 feet to a corner on the easterly side of Newman Street, thence along said street N09-48W 109.8 feet to a corner in said street, thence N65-32E along the southern side of Newman Street 268.8 feet to an angle, thence N61-04E 104.7 feet to a corner, thence S28- 36E 127.8 feet to a corner in a twelve foot alley running in a westerly direction from

North Main Street, thence S61-29W 101 feet to a corner, thence S53-53E 55.4 feet to an angle, thence S28-53E 348.4 feet to a corner on the northerly side of West Greer Street, thence along said street S86-1 7W 157 feet to the beginning corner.

LESS AND EXCEPTING HOWEVER: that certain 0.18 acre, more or less as shown on a survey for William Curtis Moore and T. E. Martin by Joseph A. Nehme, dated February 15, 2001 of record in the Office of the Register of Deeds for Anderson County in Plat Slide 1243 at Page I.

LESS AND EXCEPTING HOWEVER: 0.51 acres, more or less conveyed by Dean H. Townsley to the Town of Honea Path by deed dated August 11, 2008 and recorded August 19, 2008 in the aforesaid Register of Deeds Office in Record Book 8810 at Page 45.

TMS # 275-07-07-018

All that certain piece parcel or lot of land shown and designated as 0.51 acres more or less as more accurately described on that certain Survey for "The Commercial Bank Honea Path, SC" prepared by Dunn & Dunn, Inc., Barry K. Dunn, Dr., PLS 8857, revised September 26, 2007 and recorded in the Register of Deeds Office of Anderson County in Plat Slide 1793, Page I 0 with the following metes and bounds to wit:

Beginning at an "O. Mag. Nail" in the concrete sidewalk along West Greer Street thence turning and running S 87 07' 22" W 102.57 feet to a 1" Rod; thence turning and running N 08 15' 43" W 289.10 feet to an 1" OTP; thence turning and running N 44.41' 48" E 42.33 feet to a mag. nail set; thence turning and running S 28 41' 07" E 149.89 feet to a 3/4" rod; thence turning and running S 60 26' 07" W 22.21 feet to a mark in a block wall; thence turning and running S 24 14' 57" E 67.31 feet to a point; thence turning and running S 60 50' 10" W 22.11 feet; thence turning and running S 28 54' 16" E 110.17 feet to the point of beginning.

TMS # 275-07-07-028

ALL that certain parcel or lot of land situate, lying and being in the Town of Honea Path, County of Anderson, State of South Carolina and in School District Number Two, containing 1.389 acres, more or less, as shown on plat by Barry K. Dunn, SCPLS & PE No. 8857, dated November 2, 2000, of record in the Anderson County, South Carolina Register of Deeds in Plat/Slide 1183 at Page 7-A and having the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Also, see plat prepared by T. J. Leslie, Surveyor, dated March 20, 1953, of record in the Anderson County, South Carolina Register of Deeds in Plat Book 80 at Page 634.

TMS # 275-07-06-013

All that certain piece, parcel or lot of land located, lying and being situate in the State of South Carolina, County of Anderson, City of Honea Path, being shown and designated as containing .536 acre, on a survey prepared for COVANS PROPERTIES, LLC, by Steven G. Branyon, PLS #22741 dated October 3, 2019, duly recorded in the Office of the Register of Deeds for Anderson County, South Carolina

TMS # 275-07-07-019

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of October 7, October 21, and November 4, 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.

Dated: _____, 2025

Clerk, Anderson County Council

ORDINANCE NO. 2025-051

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND INDUSTRIAL COATERS 2.0, LLC, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of October 7, 2025 (the “*Inducement Agreement*”) with Industrial Steel Coaters 2.0, LLC, a South Carolina limited liability company authorized to transact business in the State (the “*Company*”) (which was known to the County at the time as “*Project Home Run*”), with respect to the expansion, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial metal fabrication facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately (i) \$9,000,000 and (ii) the creation of approximately twenty (20) jobs in the County paying an average of Twenty Two and 98/100 Dollars (\$22.98) per hour 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 4th day of November, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: October 7, 2025
Second Reading: October 21, 2025
Public Hearing: November 4, 2025
Third Reading: November 4, 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 October 7, 2025, October 21, 2025, and November 4, 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: November 4, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

INDUSTRIAL COATERS 2.0, LLC

Dated as of November 4, 2025

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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 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:	Industrial Coaters 2.0, LLC	Project Name:	Project Home Run
Projected Investment:	\$9,000,000	Projected Jobs:	20
Location (street):	5500 Airport Rd, Anderson, SC 29626	Tax Map No.:	970-001-006
1. FILOT			
Required Investment:	FILOT Act Minimum Investment		
Investment Period:	Five (5) Years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	320.40 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 the FILOT Act Minimum Investment Requirement in the Project during the Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2014 Park		
3. SSRC			
Total Amount:	For each Phase of investment, 40% for the First Credit Period and 25% for the Second Credit Period.		
No. of Years	10 years total		
Yearly Increments:	See above		
Clawback information:	If the Company and all Sponsor Affiliates fail to both invest at least the Contract Minimum Investment Requirement and satisfy the Contract Minimum Job Creation Requirement prior to the end of the Investment Period, the SSRC shall terminate.		

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 November 4, 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 **INDUSTRIAL COATERS 2.0, LLC**, a South Carolina limited liability company (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, expansion, and construction of the Project (as defined herein) to constitute an expansion of the Company’s industrial (manufacturing and/or distribution) 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 _____, 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:

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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 Industrial Coaters 2.0, LLC, a South Carolina limited liability company 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 \$4,000,000 subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Contract Minimum Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliate of at least 10 new jobs.

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

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

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

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

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

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

“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.

“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.

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

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

“MCIP” 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 (2014 Park) dated as of July 15, 2014, 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.

“MCIP Net Park Fees” shall mean the revenues generated for the MCIP from the Project through the FILOT Payments to be retained by the County under the MCIP Agreement.

“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 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 320.40 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 South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of 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 and the Contract Minimum Job Creation Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement prior to the end of the Investment Period, and (iii) meet the Contract Minimum Job Creation Requirement prior to the end of 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, 2025. This Agreement shall terminate if the Company has not begun acquiring the Project within three (3) years after the date of enactment of the Ordinance.

(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 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 320.40 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 and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and all Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's and all Sponsor Affiliates' first five (5) consecutive FILOT Payments (the "***First Credit Period***") for each Phase of investment in the Project in an amount equal to forty percent (40%), and the Company's and all Sponsor Affiliates' next five (5) consecutive FILOT Payments thereafter (the "***Second Credit Period***") for each Phase of investment in the Project in an amount equal to twenty-five percent (25%), of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to the Project, 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) If the Contract Minimum Investment Requirement and the Contract Minimum Job Creation Requirement are not both be met and satisfied by the end of the Investment Period, any Special Source Revenue Credits to be applied to the FILOT Payments which would otherwise be payable under this Fee Agreement shall no longer be payable by the County.

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

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment and job creation 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; provided, however, that the timely filing of a PT-300 with appropriate schedules with the Department of Revenue which identifies such investment in the Project will satisfy the certification requirement of this subsection (b) as to investment.

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.

Section 4.07 MCIP Revenues

MCIP Net Park Fees shall be distributed within the County as follows:

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of 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) in the amount of \$6,000 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, the Contract Minimum Job Creation Requirement, or the FILOT Act 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:

Industrial Coaters 2.0, LLC
P.O. Box 2705
Anderson, SC 29622

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
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]

INDUSTRIAL COATERS 2.0, LLC
a South Carolina limited liability company

Tim Hayden, President/CEO

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

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

INVESTMENT AND JOB CERTIFICATION

I _____, the _____ of Industrial Coaters 2.0, LLC (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 by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____. The total job creation by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was _____ jobs.

(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 \$_____. The cumulative total number of jobs created by the Company and any Sponsor Affiliates in connection with the Project as of the date hereof is _____ jobs.

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__.

Industrial Coaters 2.0, LLC

By:
Its:

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Industrial Coaters 2.0, LLC (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:

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__.

Industrial Coaters 2.0, LLC

Name:

Its:

ORDINANCE #2025-052

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE SHIRLEY STORE VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Shirley Store voting precinct, subsequent to the referendum in the Shirley Store voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Shirley Store voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Shirley Store voting precinct, in a duly advertised will conduct a referendum on November 4, 2025, to express their desires with respect to zoning on and in the Shirley Store voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Shirley Store voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1st Reading: October 21, 2025

2nd Reading: November 4, 2025

3rd Reading: November 18, 2025 **pending approval of referendum

Public Hearing: November 18, 2025 **pending approval of referendum



Planning Commission

October 14, 2025

Agenda Item: 6E

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council District 3 / Shirley Store Precinct Zoning Adoption

PROPERTY LOCATION: Council District 3

COUNTY COUNCIL DISTRICT: 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED VOTE 7 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): allow citizens to decide zoning
in their precincts.

Planning Commission Chairman: [Signature]

Date: 10/14/25

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

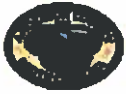
Anderson County Shirley Store Proposed Zoning



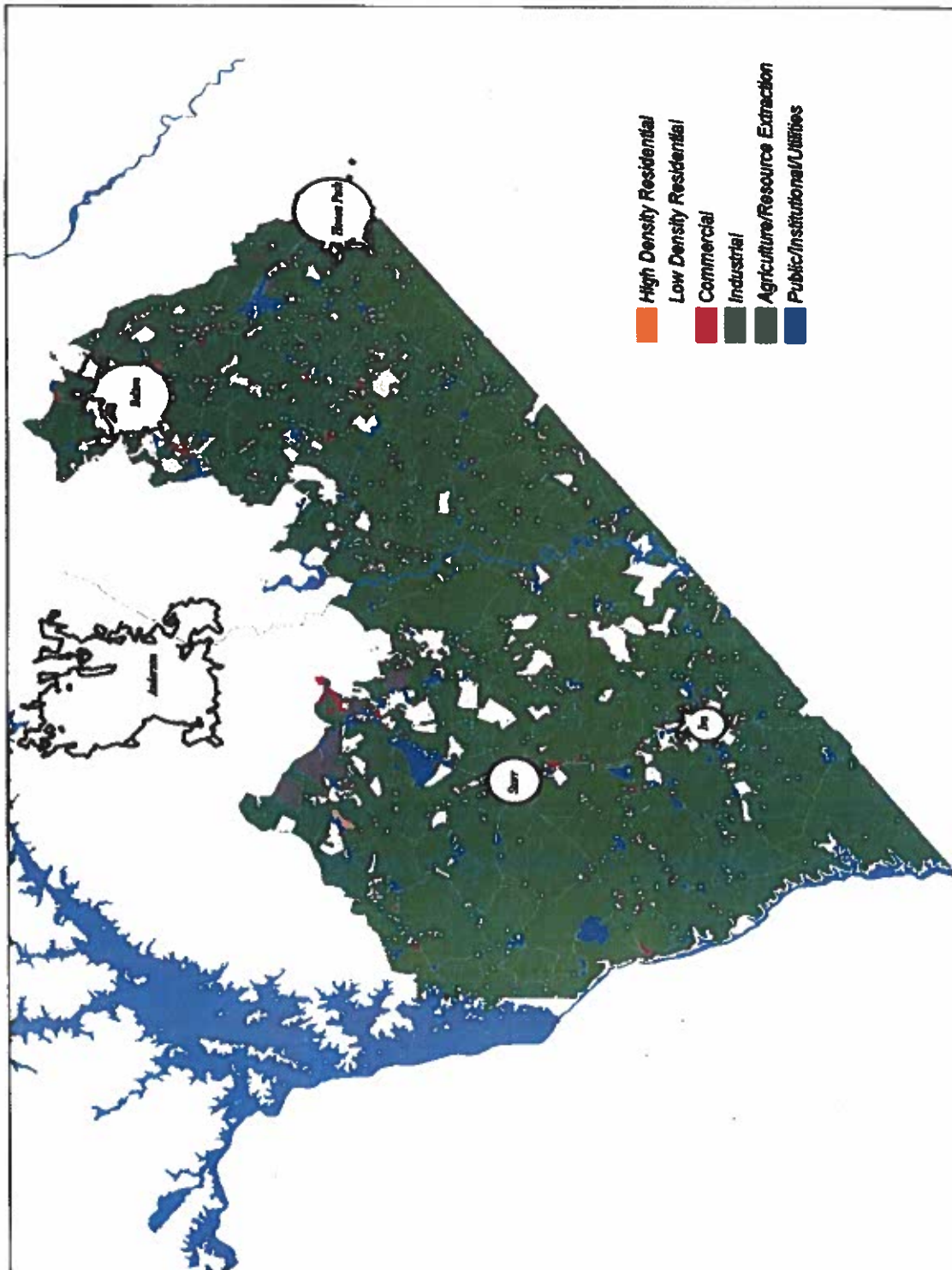
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Anderson County
Shirley Store
Proposed Zoning
Map
Date: 10/1/2010
Scale: 1 inch = 1 mile
Source: Anderson County GIS
Contact: [illegible]



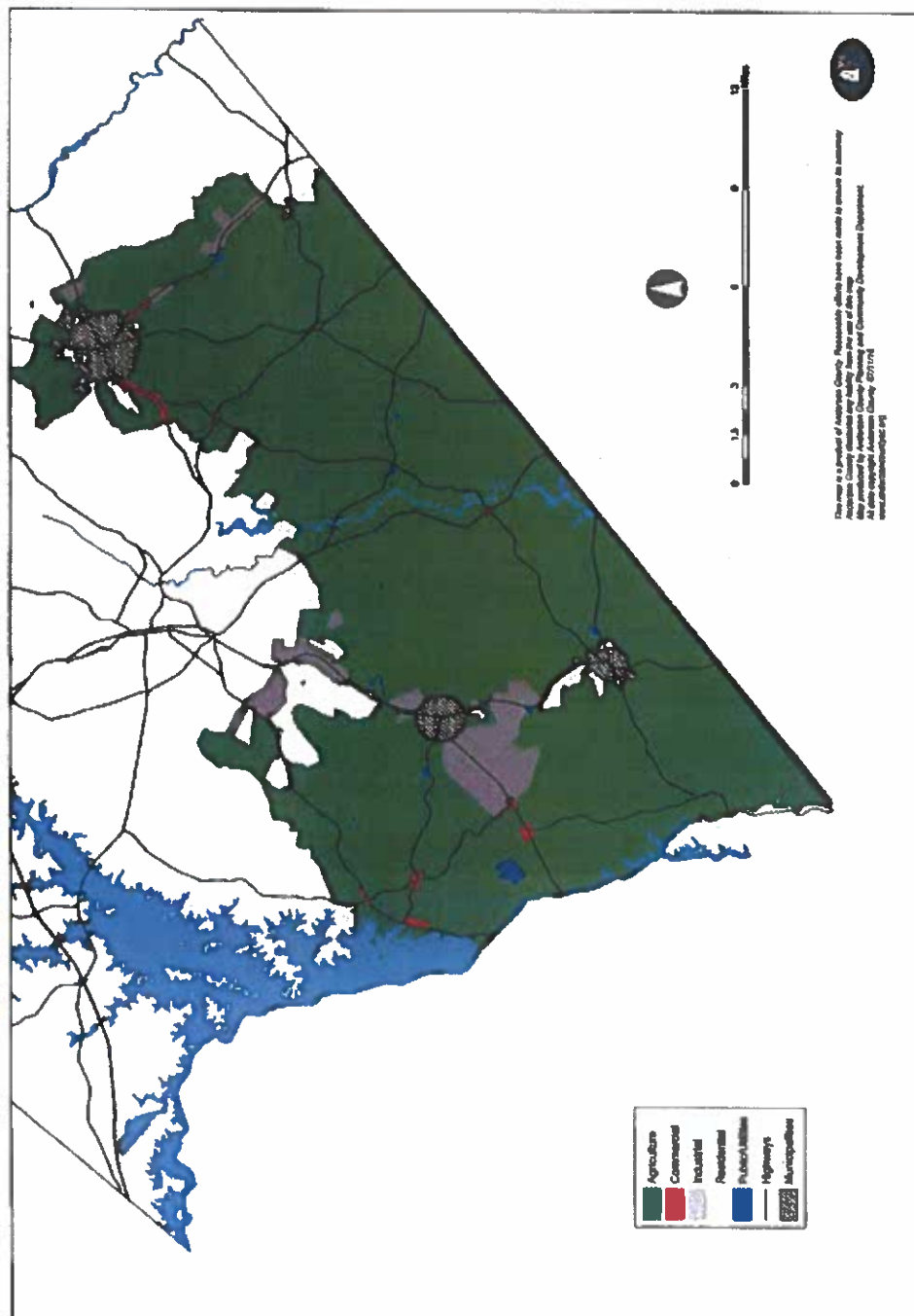


Map 7.4 Current Land Use, Council District 3





**County Council District 3
Future Land Use**



ORDINANCE #2025-053

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE NEAL'S CREEK VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council"), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Neals Creek voting precinct, subsequent to the referendum in the Neal's Creek voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Neal's Creek voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Neal's Creek voting precinct, in a duly advertised and conducted referendum, to be held on November 4, 2025, to express their desires with respect to zoning on and in the Neal's Creek voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Neal's Creek voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1st Reading: October 21, 2025

2nd Reading: November 4, 2025

3rd Reading: November 18, 2025** **pending approval of referendum**

Public Hearing: November 18, 2025 ** **pending approval of referendum**



Planning Commission

October 14, 2025

Agenda Item: 6C

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council Districts 2 & 3 / Neal's Creek Precinct Zoning Adoption

PROPERTY LOCATION: Council Districts 2 & 3

COUNTY COUNCIL DISTRICT: 2 & 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED VOTE 7 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.

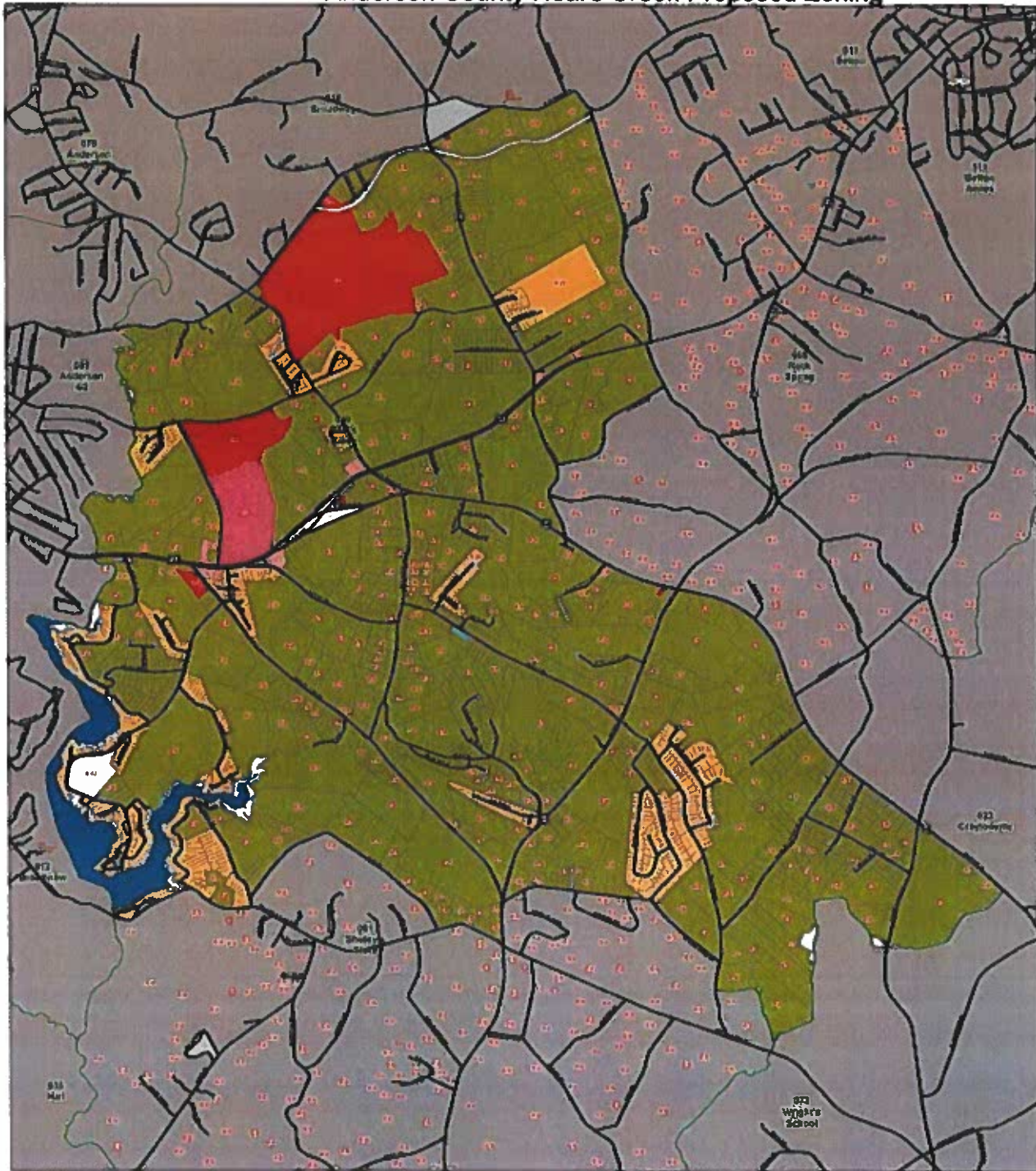
✓ Other (please elaborate): Allow voters to decide zoning in their precincts

Planning Commission Chairman: [Signature]

Date: 10/14/25

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

Anderson County Neal's Creek Proposed Zoning

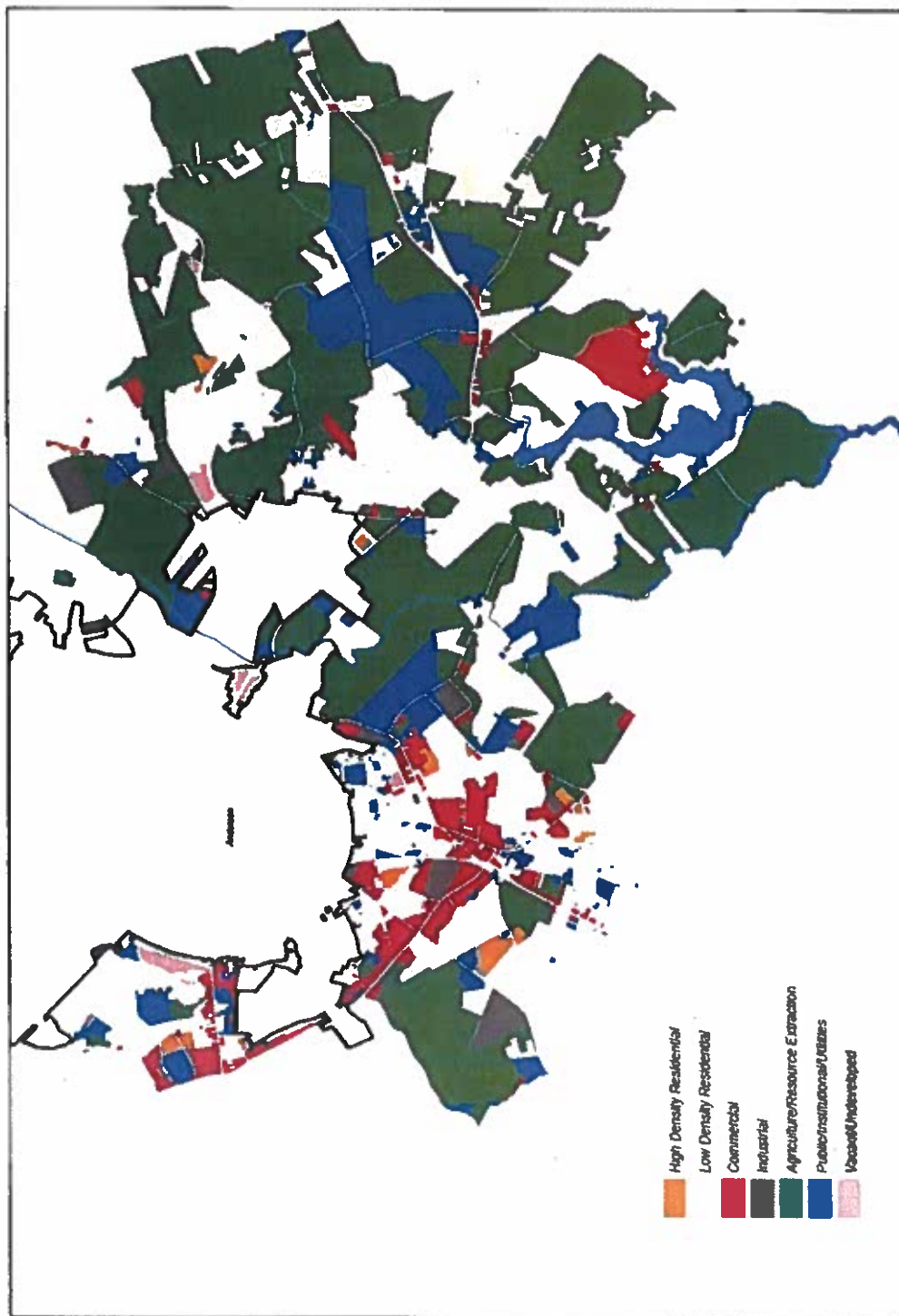


Map prepared by the Anderson County Planning Commission, 2010. The map is for informational purposes only and does not constitute a legal document. The map is subject to change without notice.



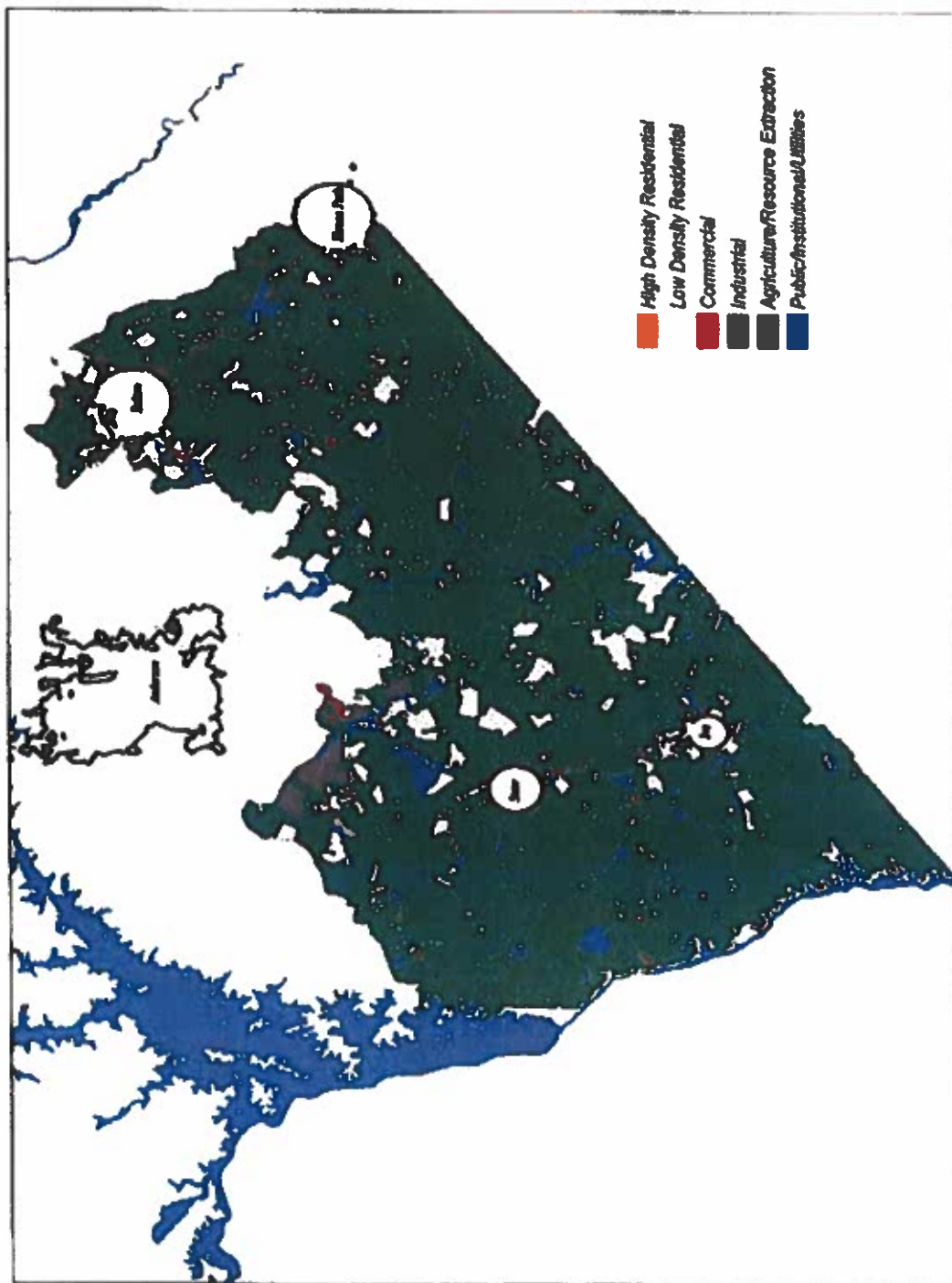


Map 7.3 Current Land Use, Council District 2





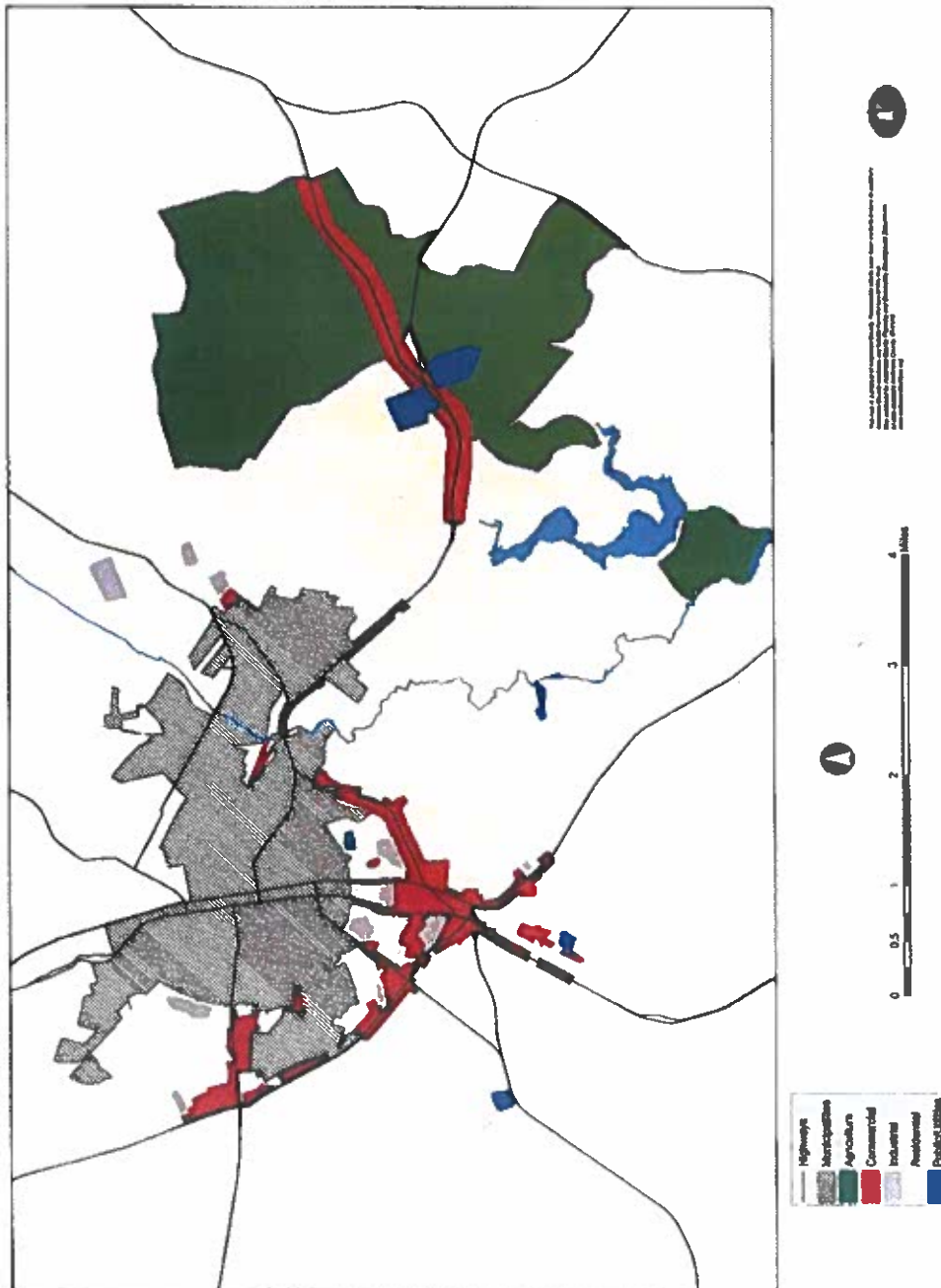
Map 7.4 Current Land Use, Council District 3





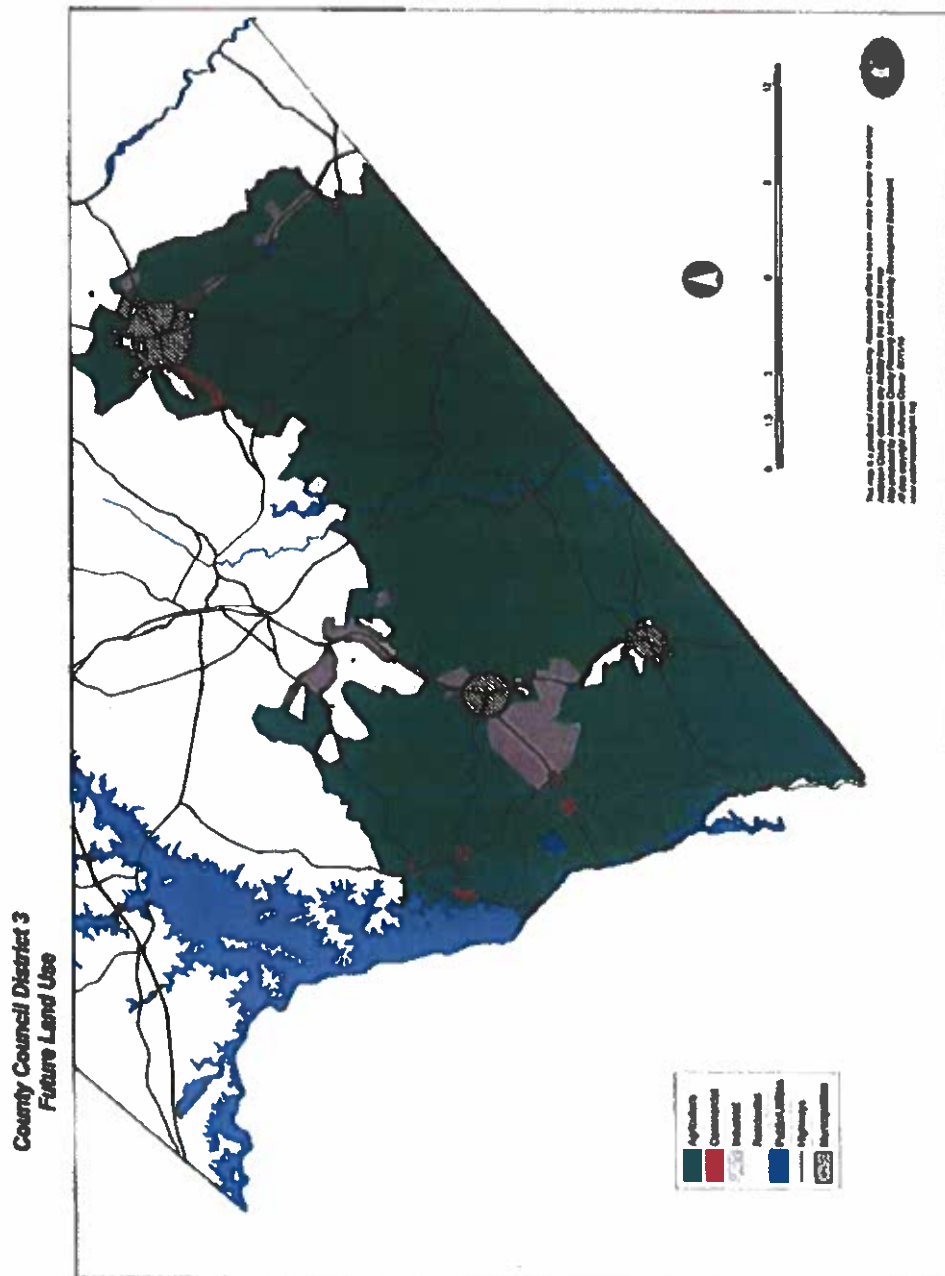
Map 7.11 Future Land Use, Council District 2

County Council District 2
Future Land Use





Map 7.12 Future Land Use, Council District 3



ORDINANCE #2025-054

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE ROCK SPRING VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Rock Spring voting precinct, subsequent to the referendum in the Rock Spring voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Rock Spring voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Rock Spring voting precinct, in a duly advertised will conduct a referendum on November 4, 2025, to express their desires with respect to zoning on and in the Rock Spring voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Rock Spring voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1st Reading: October 21, 2025

2nd Reading: November 4, 2025

3rd Reading: November 18, 2025 ** pending approval of referendum

Public Hearing: November 18, 2025 ** pending approval of referendum



Planning Commission

October 14, 2025

Agenda Item: 6D

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council District 3 / Rock Spring Precinct Zoning Adoption

PROPERTY LOCATION: Council District 3

COUNTY COUNCIL DISTRICT: 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED VOTE 7 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.

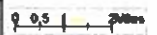
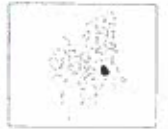
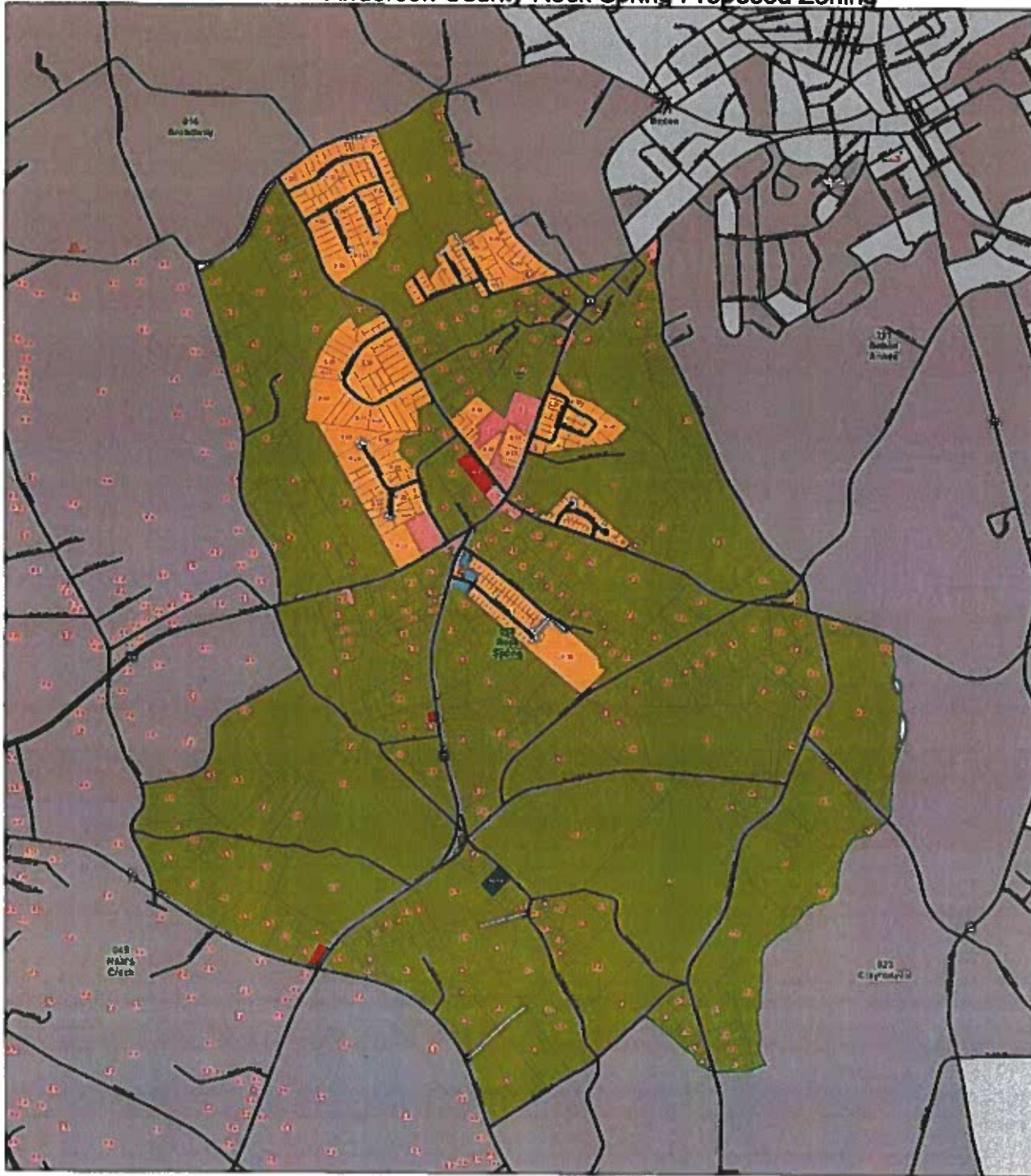
✓ Other (please elaborate): Allow voters in their precinct to decide
 zoning.

Planning Commission Chairman: [Signature]

Date: 10/14/25

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

Anderson County Rock Spring Proposed Zoning

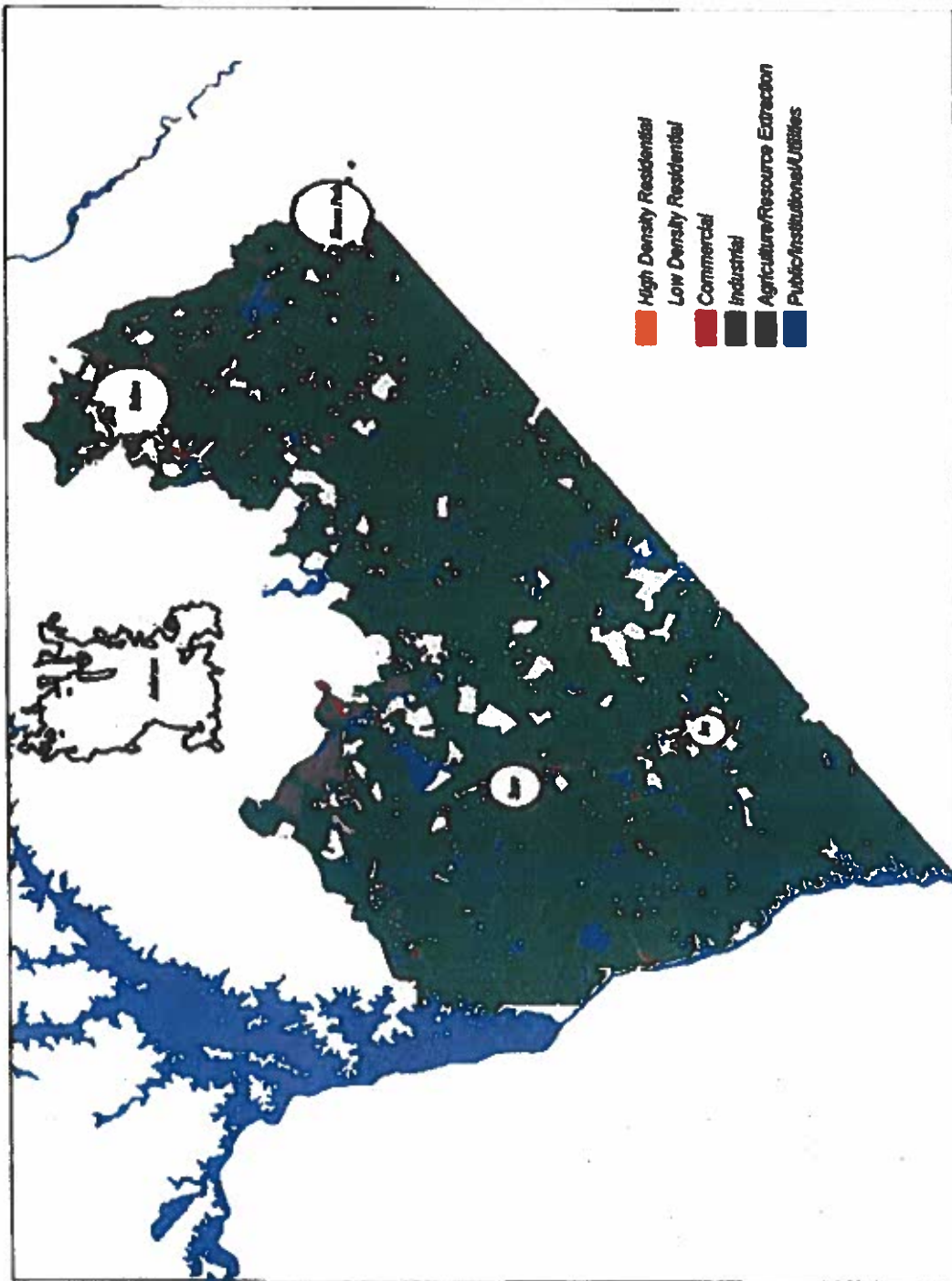


Map prepared by the Anderson County Board of Commissioners, Rock Spring, Georgia, in cooperation with the Georgia Department of Transportation, Atlanta, Georgia. The map is for informational purposes only and does not constitute a legal document. The map is subject to change without notice.



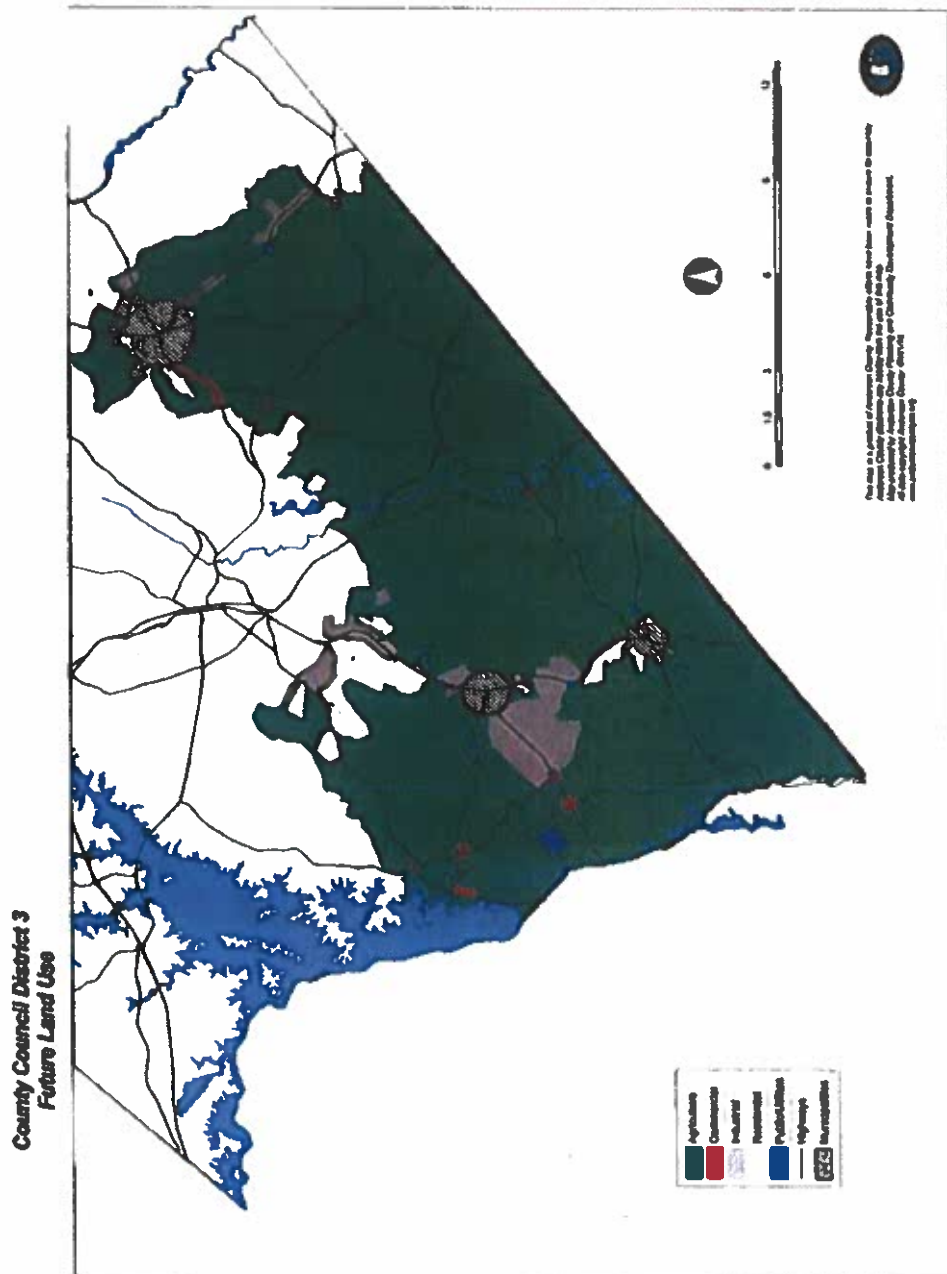


Map 7.4 Current Land Use, Council District 3





Map 7.12 Future Land Use, Council District 3



ORDINANCE NO. 2025-055

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT VISIONARY 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; THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT VISIONARY WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE PROVIDED 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 (the ***“Act”***) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the ***“State”***) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (***“FILOT”***) with respect to such investment (***“Fee Payments”***); (iii) under the Multi-County Park Act, to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the Multi-County Park Act, the County has created previously a multi-county park with Greenville County, South Carolina (the ***“Park”***); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (***“Infrastructure”***); and

WHEREAS, [Project Visionary], a _____ formerly known to the County as Project Visionary (the ***“Company”***) does intend to acquire, construct, and install land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facility in the County (collectively, the ***“Project”***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$10,507,422 in the County and the expected creation of approximately 69 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, 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 personal property at the Project, and further provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act, and (b) enter into a Special Source Credit Agreement with the Company (the “*Credit Agreement*”), whereby the County would provide therein for special source credits with respect to the real property at 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 both the Fee Agreement and the Credit 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 and the Credit 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 and the Credit Agreement were set out in this Ordinance in their 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 and

Credit 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 and Credit 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 and Credit Agreement are 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 the 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 and Credit Agreement now before this meeting.

Section 3. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the terms of the Fee Agreement and Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company. Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County in accordance with this subsection, as follows:

- (1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- (2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 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 Credit 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.

[Signatures on following page.]

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

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

County Administrator

Approved as to Form:

County Attorney

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 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 November 4, 2025, November 18, 2025, and December 2, 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 CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT VISIONARY]

Dated as of _____, 2025

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	TBD	Project Name:	Project Visionary
Projected Investment:	\$10,507,422	Projected Jobs:	69 jobs
Location (street):		Tax Map No.:	
1. FILOT			
Required Investment:	\$9,000,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	473.7 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the end of the Investment Period, the FILOT is terminated and the Company must repay the difference between FILOT Payments and <i>ad valorem</i> taxes.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson-Greenville MCIP dated December 1, 2010		
3. SSRC			
Total Amount:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
No. of Years	10 years		
Yearly Increments:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the 4 th year after Special Source Credits are applied, Special Source Credits shall reduce to 40%.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 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 Visionary], a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of _____ and related products.

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

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

6. By enactment of an Ordinance on _____, 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. The Ordinance further authorized the County to enter into a Special Source Credit Agreement with the Company that provides for the provision of additional Special Source Revenue Credits regarding the real property at the Project (the “*Credit Agreement*”). The County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Fee Agreement and the investment requirement under the Credit Agreement. Accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each.

7. The County and the Company further agree that the minimum job creation requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

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. The Administration Expenses for the review and finalization of this Fee Agreement and all related documents (other than the Credit Agreement) shall be \$4,500.

“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 _____, 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 \$9,000,000.00 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.

“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.

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

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

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

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

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

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

“Project” shall mean 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 473.7 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 acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the “Original Termination Date”). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company’s expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Fee Agreement.

(f) Revenues generated for the Park from the Project through Fee Payments to be retained by the County (“Net Park Fees”) under the Park Agreement shall be distributed within Anderson County as follows:

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

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

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 69 new, full-time jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “**Baseline Jobs**”) 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, 2025.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 473.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the 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 five (5) consecutive years in an amount equal to sixty percent (60%) and subsequent to those five years, an additional five (5) consecutive years in an amount equal to forty percent (40%) 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) for a period of ten (10) years in total ("Credit Term"), 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. Under no circumstances, may the Company receive Special Source Credits on the same property under both this Fee Agreement and the Credit Agreement.

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

(d) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) anniversary of the Commencement Date, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project for the remainder of the Credit Term.

(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.

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County [(it being intended herein that any obligations of the County with respect to the Special Source 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.

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:

Attn: _____

With a copy to:

If to the County:

Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County, South Carolina
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

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:

Clerk to County Council of
Anderson County, South Carolina

County Administrator

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

By: _____

Its: _____

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

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT VISIONARY

a _____

Dated as of _____, 2025

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 2025 (the “Agreement”), 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 Visionary], a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “*County Council*”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure Credit Act*”), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure*”); and

WHEREAS, the Company desires to provide for the acquisition and construction of the Project (as defined below) on the land in the County described in Exhibit A hereto (the “*Land*”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s facilities in the County (the “*Project*”), which will result in an expected aggregate investment of at least \$10,507,422 and the expected creation of approximately 69 new, full-time, jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “*Baseline Jobs*”), all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “*Investment Period*”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “*Park*”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “*Park Agreement*”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “*Multi-County Park Act*”), as amended, and have designated the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “*FILOT Act*”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2025 (the “**Ordinance**”), following conducting a public hearing on _____, 2025; and

WHEREAS, the County and the Company agree that the Special Source Revenue Credits that shall be provided for the Project under this Agreement shall only apply to the real property at the Project, including the Land, buildings, and any future improvements thereto (the “**Credit Property**”) and not to the personal property at the Project; and

WHEREAS, the Ordinance further authorized the County to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company which classifies the personal property at 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 for the personal property at the Project (the “**Fee Agreement**”); and

WHEREAS, the County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Agreement and the investment requirement under the Fee Agreement, and accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each; and

WHEREAS, the County and the Company further agree that the minimum jobs requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“**Agreement**” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

“**Company**” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“**Contract Minimum Investment Requirement**” shall mean the investment by the Company of at least \$9,000,000 in the Project.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Effective Assessment Ratio” shall mean, for *ad valorem* property tax purposes, the ratio determined by dividing the assessed value of property by such property’s fair market value (before application of any property tax exemptions to such fair market value), prior to application of any Special Source Revenue Credits. The County and the Company acknowledge that the expected Effective Assessment Ratio for the Credit Property is six percent (6.0%), but that due to the administration of the Property Value Exemption under current law (or its future repeal, expiration, or replacement), the Effective Assessment Ratio for the Credit Property may rise above six percent (6.0%).

“Fee Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision; provided, for purposes of this Agreement only, that such Fee Payments shall be payable and calculated solely with respect to the Credit Property.

“FILOT Act” shall mean Title 12, Section 44, of the Code.

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

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2025, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (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 Infrastructure Credit Act to the Company hereunder.

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

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Property Value Exemption” shall mean that certain property tax exemption for manufacturing property provided under Section 12-37-220(B)(52) of the Code of Laws of South Carolina 1976, as amended, which provides an exemption of forty-two and eight thousand five hundred and seventy one ten-thousandths percent (42.8571%) of the otherwise applicable fair market value of such property.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02 hereof provided, for purposes of this Agreement only, that such Special Source Credits shall be provided solely with respect to the Credit Property.

“Target Assessment Ratio” shall mean the Effective Assessment Ratio after application of the Primary Credits under this Agreement. The County and the Company acknowledge that the purpose of the Primary Credits under this Agreement is to ensure the Target Assessment Ratio for the Credit Property remains six percent (6.0%) for the Primary Credits Term regardless of the administration of the Property Value Exemption under current law or its repeal, expiration, or replacement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____ and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Contract Minimum Investment Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions. Notwithstanding any provision of this Agreement to the contrary, the Company and the County agree that the attorney's fees attributable to the preparation of this Agreement shall be \$4,000.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(e) hereof. The Company, may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall comply with all reasonable written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County as follows:

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

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

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

(d) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or

actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Costs of the Infrastructure with respect to the Project, the County shall provide to the Company certain Special Source Credits with respect to the Credit Property under this Agreement, which shall consist of Primary Credits and Secondary Credits (as defined below), both to commence with the annual Fee Payment to be first payable on or before the January 15 immediately following the year in which any portion of the Project is first placed in service. For the avoidance of doubt, the Company and the County intend the Special Source Credits granted pursuant to this Section 3.02 to apply only to the Credit Property at the Project. Under no circumstances, may the Company receive Special Source Credits for the same property pursuant to both this Agreement and the Fee Agreement.

(b) The County and the Company acknowledge that the Company intends to claim, for the Credit Property, the Property Value Exemption. The County and the Company further acknowledge the desired result of the Property Value Exemption upon the Credit Property is an Effective Assessment Ratio of six percent (6.0%). To ensure this desired result, in the event the Property Value Exemption (i) results in an Effective Assessment Ratio higher than six percent (6.0%) or (ii) is repealed, expires, is replaced, or is otherwise modified, the County shall provide to the Company Special Source Credits for a period of thirty (30) consecutive years (the "Primary Credits Term") in an amount up to forty two and one half percent (42.5%) of the otherwise due Fee Payments (the "Primary Credits"). The Primary Credits shall be calculated and applied against the Fee Payments for the Credit Property due under the Park Agreement and shall result in adjusted payments (the "Primary Payments"). The County shall adjust the Primary Credits as necessary to maintain the Target Assessment Ratio of six percent (6.0%) and make other such adjustments as may be required to give effect to this provision for the entire Primary Credits Term. The County and the Company acknowledge that in any year for which the Effective Assessment Ratio is equal to the Target Ratio of 6%, the value of the Primary Credits will be zero dollars (\$0).

(c) The County shall additionally provide to the Company Special Source Credits for a period of five (5) consecutive years in an amount equal to sixty percent (60%) of the Primary Payments, and for the subsequent five (5) consecutive years in an amount equal to forty percent (40%) of the Primary Payments, payable by the Company with respect to the Credit Property at the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) for a period of ten (10) years in total (the "Secondary Credits"). The Secondary Credits shall be calculated and applied to the Primary Payments.

(d) 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. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if it receives any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(e) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively 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 this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(f) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) year following the first year in which any portion of the Project is first placed in service, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of Fee Payments payable by the Company with respect to the Project.

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

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be

construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- | | |
|--|--|
| (a) if to the County: | Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622 |
| with a copy to:
(which shall not
constitute notice
to the County) | Anderson County, South Carolina
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622 |

(b) if to the Company:

Attn: _____

with a copy to:
(which shall not
constitute notice
to the Company)

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the ***“Indemnified Parties”***) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and _____ and _____ have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

By: _____
County Administrator

[Signature page 1 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 20__ (the "**Agreement**") between Anderson County, South Carolina and _____ (the "**Company**"), as follows:

As of December 31, 20__, the total amount of Special Source Credits received by the Company is \$_____.

As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

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

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

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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 Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

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

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

Personal Property Description

Investment Amount

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. 2025-056

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY [PROJECT VISIONARY]; AND OTHER MATTERS RELATED THERETO.

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 December 1, 2010, as amended, with Greenville County (“Agreement”);

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement (“Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

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 parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is 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, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator
Anderson County Council

Tommy Dunn, Chairman

Renee D. Watts
Clerk to Council

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 2025

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

Property Description

[To be added]

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

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 _____, _____, 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.

Dated: _____, 2025

Clerk, Anderson County Council

RESOLUTION NO. 2025-046

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

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, 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 VISIONARY] (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 an expansion to its manufacturing facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$10,507,422 in non-exempt investment and the expected creation of approximately 69 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in a fee-in-lieu of taxes agreement to be negotiated and executed between the Company and the County (the “*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 (collectively, the ***“Multi-County Park Authority”***), the County intends to cause the site on which the Project is located, to the extent not already therein located, in a multi-county industrial and business park (a ***“Park”***) established by the County pursuant to qualifying agreement with 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 the Fee Agreement on the terms and conditions hereinafter set forth.

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

Section 1. 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 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, the County Council desires to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***“Fee Agreement”***) and to a special source revenue credit agreement (the ***“Credit Agreement”***).

Section 2. The provisions, terms and conditions of the Fee Agreement and the Credit 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 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:

Clerk to County Council

County Administrator

Approved as to Form:

County Attorney



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 10/29/2025

Re: Bid #26-011

Anderson County received bids on October 16th to provide improvements at Dolly Cooper Park to include road relocation, utility coordination, and the installation of (8) pickleball courts, fencing, and sidewalk. The County sent the bid package to eighteen (18) companies and had four (4) companies to submit a bid. County staff recommends award to Foothills Contracting Service, LLC in Central, S.C. The total price for the project is \$551,490.00. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #26-011 DOLLY COOPER PICKLE BALL COURTS

VENDOR	BOND	Price
BIHN		\$697,276.00
CELY		\$676,142.00
FOOTHILLS CONTRACTING		\$551,490.00
J. DAVIS		\$724,965.00
TALBOT TENNIS		NR
NEW TERRAIN		NR
LESLEY COURT & PAVING		NR
MUSCO		NR
PIKE		NR
ASHCORP		NR
ICP GROUP		NR
PALMETTO COURT PROS		NR
GLENN CONSTRUCTORS		NR
CAROLINA RECREATION		NR
SOUTHERN CONCRETE		NR
R B LIGHTING CO.		NR

WINNER	BOND	PRICE
SPORT COURT		NR
TENNICO		NR
AWARD TO:	FOOTHILLS CONTRACTING	\$ 551,490.00

James A Cole

10/27/2025 9:46:39 AM

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: Foothills Contracting Service LLC

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #26-011 DOLLY COOPER PARK PICKLEBALL COURTS PROJECT

ITEM	Q T Y	UNIT		TOTAL
Dolly Cooper Park Pickleball Courts Project	1	LUMP SUM		\$551,490.00

(SEE ADDENDA C, D, & E FOR SPECIFICATIONS & DRAWINGS)



TO: Administration

FROM: J. Stone Fleet Manager

DATE: 10.16.2025

RE: Donation Request

The Town of Iva has requested a donation of a used K9 SUV vehicle. The following unit can be donated with the approval of Council. Unit 24144, a 2010 Chevy Tahoe with 228,940 miles. We should be able to leave all police equipment as well with the donation. Vin# 1GNMCAE09AR225173



Thanks. J Stone Fleet Manager



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:
UNCF (United Negro College Fund)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 6,000.00
3. The purpose for which the funds are being requested:
To Support Higher Education especially 1st year Generation College Student
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Rev. James C. Clark
Mailing Address: 1401 Murray Ave, Anderson SC
Phone Number: 864-451-4315
Email: Pastor@WilsonCulinaryInstitute.org
6. Statement as to whether the entity will be providing matching funds:

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Rev. James C. Clark / Rev. James C. Clark OCT. 21, 2025
Signature Print Name Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Eighn
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:
FAMILY PROMISE of ANDERSON County

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

\$5,000 \$714.29 PER DISTRICT

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

ASSIST FAMILIES facing homeless, avoiding eviction,
SECURING stable housing

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: JIM BOYER

Mailing Address: PO Box 1466

Phone Number: 864-760-0908

Email: familypromiseanderson@gmail.com

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

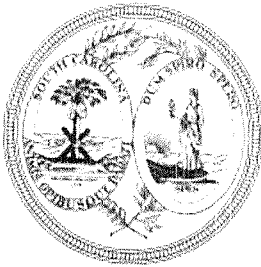
SINCE JANUARY 2025, FAMILY PROMISE has expended \$30,000 towards
the purpose of this request.

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.

James V. Boyer
Signature

JAMES V. BOYER
Print Name

10/23/25
Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

5/3/2025

Family Promise of Anderson County, Inc
Mr Jim V Boyer
PO BOX 1466
ANDERSON, SC29622-1466

RE: Registration Confirmation

Charity Public ID: P17793

Dear Mr Jim V Boyer :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2026.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: A L L

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris N. 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:
First Light: A 24/7 Sexual Assault and Child Abuse Resource Center
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$7,500.00**
3. The purpose for which the funds are being requested:
First Light is hosting its annual NYE party to benefit survivors of sexual assault and child abuse in Anderson County. These funds will help sponsor the event
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**
Contact Person: **Ashley Collins**
Mailing Address: **216 E Calhoun Street, Anderson SC 29609**
Phone Number: **864-437-1288**
Email:
5. Statement as to whether the entity will be providing matching funds:
The agency will match these funds through additional sponsorships.

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

Print Name

Date