AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, November 3, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE** — Hon. Cindy Wilson

3. **APPROVAL OF MINUTES** — October 20, 2026

4. **CITIZENS COMMENTS** — Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. **ORDINANCE THIRD READING:**

a. 2026-48: An Ordinance to amend Section 24-1074(c) of the Code of Ordinances, Anderson County, South Carolina, to increase the percentage of local residents required to request a price estimate; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jonathan Fox (allotted 5 minutes)

b. 2026-049: 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 Up] **(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

c. 2026-050: An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and JD Anderson SC, L.L.C. (formerly known to the County as Project St Nick) 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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

d. 2026-051: An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project St Nick] **PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

e. 2026-054: An Ordinance to prohibit the use of Anderson County funds, property, and resources for Flock Camera Systems; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Greg Elgin (allotted 5 minutes)

f. 2026-056: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and SC Anderson Elrod, 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 Elrod] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

g. 2026-057: 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 Elrod] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

h. 2026-058: An Ordinance approving a development agreement by and between Anderson County, South Carolina, and JD Anderson SC, LLC, authorizing the execution and delivery of such development agreement; and other matters related thereto. [Project St Nick] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. 2026-055: An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

b. 2026-061: An Ordinance to amend Chapter 34 of the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings; and other matters related thereto.

Mr. Matthew Stipe (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2026-059: An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and a company identified for the time being as Project Patriot, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including special source credits; and other matters related thereto. [Project Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

b. 2026-060: 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 Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

a. 2026-067: A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Patriot, 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 Patriot will be provided certain credits against such fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

b. 2026-068: A Resolution authorizing the execution and delivery by Anderson County, South Carolina of an agreement to amend the special source credits entitled to Robert Bosch LLC pursuant to that certain second amended fee agreement by and between Anderson County, South Carolina and Robert Bosch LLC dated of December 1, 2022; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. BID APPROVAL: Mr. Rusty Burns
- **a.** Bid #26-035 Taxiway A Pavement Improvements Project
- **b.** Bid #27-009 ACTC Evergreen Road Improvements
- **c.** Bid #27-010 ACTC #157 & ACTC #159
- **d.** RFQ #27-001 Design, Engineering & Construction Services

10. VEHICLE DONATION: Mr. Rusty Burns
- **a.** Anderson County Emergency Rescue Team-2016 Ford F250

11. REQUEST BY COUNCIL:
- **a.** The Champions Center for Special Children-All Districts
- **b.** Uniquely Whole-All Districts
- **c.** Anderson Chapter National Federation of the Blind-All Districts
- **d.** Mill Town Players-All Districts

12. ADMINISTRATOR'S REPORT Mr. Rusty Burns

13. CITIZENS COMMENTS Non-Agenda Matters
THREE-MINUTE TIME LIMIT

14. REMARKS FROM COUNCIL

15. ADJOURNMENT

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

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 20, 2026
6:30 PM
Historic Courthouse
101 South Main Street, Anderson, SC 29624

In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, as amended and the Anderson County Code Ordinance #386, as adopted on September 21, 1993, the media was duly notified of the date, time and place of meeting.

Members Present: Tommy Dunn, Chairman; Brett Sanders, Vice Chairman; Chris Sullivan; Glenn Davis; Greg Elgin; Jimmy Davis; and Cindy Wilson.

Staff Present: Rusty Burns, Administrator; Leon Harmon, County Attorney; Burriss Nelson, Economic Development Director; Jordan Thayer, Deputy County Attorney; Renee Watts, Clerk to Council

1. CALL TO ORDER: Chairman Tommy Dunn called the regular meeting to order at 6:31 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE:

The invocation and pledge of allegiance were led by the Honorable Jimmy Davis.

3. APPROVAL OF MINUTES:

Ms. Cindy Wilson moved to approve the minutes for October 6, 2026, as received, seconded by Mr. Jimmy Davis. The vote in favor was unanimous.

4. CITIZENS COMMENTS – AGENDA MATTERS ONLY

James Smith (District 1): Spoke in favor of Ordinance 2026-054 (the Flock Cameras). He thanked Councilman Elgin and the Council for their initial support but urged them to broaden the ordinance into a blanket ban on all automated license plate readers (ALPRs) rather than targeting a single brand, citing public trust and Fourth Amendment concerns.

5. ORDINANCE THIRD READING

a. 2026-052 [Project Big Brother]: 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 Big Brother (Gray Industrial Realty 8, LLC) with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson clarified that the 30-year projected community impact is $38.5 million.
Public Hearing: No citizens came forward.

Mr. Chris Sullivan moved to approve, seconded by Mr. Brett Sanders. The motion to approve was 6-1, with Ms. Cindy Wilson opposed.

b. 2026-053 [Project Big Brother]: 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.

Public Hearing: No citizens came forward.

Mr. Glenn Davis moved to approve, seconded by Mr. Chris Sullivan. The motion to approve was 6-1, with Ms. Cindy Wilson opposed.

6. ORDINANCE SECOND READING:

a. 2026-054: An Ordinance to prohibit the use of Anderson County funds, property, and resources for Flock Camera Systems; and other matters related thereto.

Mr. Greg Elgin moved to approve, seconded by Ms. Cindy Wilson. The vote in favor was unanimous. (7-0)

b. 2026-056 [Project Elrod]: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project Elrod 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.

The project involves two buildings and a $71 million capital investment. Mr. Burriss Nelson presented a 34-year projected tax revenue of $42 million and invited Council to the AOT showcase at the Civic Center.

Mr. Jimmy Davis moved to approve, seconded by Mr. Chris Sullivan. The motion in favor was unanimous. (7-0)

c. 2026-057 [Project Elrod] 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.

Mr. Chris Sullivan moved to approve, seconded by Mr. Glenn Davis. The motion to approve was unanimous. (7-0)

d. 2026-058 [Project St. Nick]: An Ordinance approving a development agreement by and between Anderson County, South Carolina, and JD Anderson SC, LLC, authorizing the execution and delivery of such development agreement; and other matters related thereto.

Mr. Burriss Nelson stated this ordinance approves a development agreement with JD Anderson SC, LLC for sewer infrastructure along Masters Boulevard, with the County's maximum exposure of $300,000 out of a $700,000 threshold, offset by $400,000 in grant funding.

Mr. Brett Sanders moved to approve, seconded by Mr. Glenn Davis. The motion to approve was unanimous. (7-0)

7. ORDINANCE FIRST READING:

a. 2026-055: An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights; and other matters related thereto.

Ms. Cindy Wilson introduced the item to mirror state law and reduce confusion. Mr. Brett Sanders raised concerns regarding gray areas and workflow metrics within the text. Mr. Jordan Thayer noted it copies state law exactly but agreed to work with development staff to answer procedural questions before subsequent readings.

Ms. Cindy Wilson moved to approve, seconded by Mr. Chris Sullivan. The motion to approve was unanimous. (7-0)

b. 2026-061: An Ordinance to amend Chapter 34 of the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings; and other matters related thereto.

Mr. Brett Sanders moved to approve, seconded by Mr. Greg Elgin. The motion to approve was unanimous. (7-0)

8. RESOLUTIONS

a. 2026-062: A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a portion of McClain Rd designated as C-17-52 A & C-17-52 C**;** and other matters related thereto. [District #3]

Mr. Greg Elgin noted that this closure is dependent on reciprocal actions by Abbeville County.
Mr. Greg Elgin moved to approve, seconded by Ms. Cindy Wilson. The vote to approve was unanimous. (7-0)

9. BID APPROVAL:

a. Bid #27-004 Hembree Creek Pump Station: Requested approval subject to final Rural Infrastructure Administration approval.

Mr. Brett Sanders moved to approve, seconded by Ms. Cindy Wilson. The vote to approve was unanimous. (7-0)

10. REQUEST BY COUNCIL:

The following regular district appropriations were approved:

- **District 6 (Mr. Jimmy Davis):** $500 to Human Relations Council; $5,000 to PLAY Powdersville.
- **District 4 (Mr. Brett Sanders):** $500 to Human Relations Council; $1,000 to Anderson Area YMCA.
- **District 2 (Mr. Glenn Davis):** $1,000 to Human Relations Council; $1,000 to Anderson Area YMCA.
- **District 3 (Mr. Greg Elgin):** $250 to Human Relations Council; $4,000 to Belton Veterans Park.
- **District 1 (Mr. Chris Sullivan):** $750 to Human Relations Council; $2,000 to Anderson Area YMCA.
- **District 7 (Ms. Cindy Wilson):** $500 to Human Relations Council; $1,000 to Honea Path Free Clinic.
- **District 5 / General Council Action:** Chairman Tommy Dunn moved to appropriate $1,000 to the Anderson Area YMCA and $1,500 to the Human Relations Council.

11. ADMINISTRATOR'S REPORT

Mr. Rusty Burns reported no items at this time.

12. CITIZENS COMMENTS – NON-AGENDA MATTERS

No citizens signed up to speak.

13. REMARKS FROM COUNCIL

Ms. Cindy Wilson announced a county-wide planning components meeting scheduled for November 9th at 6:00 p.m. at the Civic Center to review the comprehensive plan and LUDO alignments.
Mr. Glenn Davis thanked his wife and all volunteers for a successful annual fish fry event.

14. ADJOURNMENT

Chairman Tommy Dunn adjourned the meeting at 6:55 p.m.

Link to video of meeting
https://www.youtube.com/watch?v=AZr1o96xH1g

ORDINANCE NO. 2026-048

AN ORDINANCE TO AMEND SECTION 24-1074(c) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO INCREASE THE PERCENTAGE OF LOCAL RESIDENTS REQUIRED TO REQUEST A PRICE ESTIMATE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County will provide an estimate of the costs necessary to update a private road to meet the standards for acceptance into the county road system if 25% of local residents request such an estimate via a petition; and

WHEREAS, Anderson County desires to increase the percentage of local residents required to request an estimate of the costs necessary to update a private road to meet the standards for acceptance into the county road system to 75% of local residents.

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

1. That Section 24-1074(c) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

> (c) If requested by more than 75 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road in order to meet the standards of and for the purpose of acceptance into the county road system.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 3rd day of November, 2026.

ATTEST:

FOR ANDERSON COUNTY:

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, District #5 Chairman

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: September 15, 2026
Second Reading: October 6, 2026
Third Reading: November 3, 2026

Public Hearing: November 3, 2026

Sec. 24-1074. - County roads.

(a) Improvements to a county-maintained road, including placing gravel on a dirt road or paving a road, shall not be made unless county council has approved the improvement of the road.

(b) A new or existing private road may be designated a county road, be incorporated into the county road system, and included on the master list of all county roads only in the following four circumstances:

(1) Any residential, commercial or industrial road constructed by the county.

(2) Any private residential, commercial or industrial road constructed in conformance with the road standards and subdivision regulations codified in this chapter receiving approval by the county engineer, and a decision by county council to accept the road into the county road system. The application for county acceptance of any road shall be accompanied by a certificate of compliance with the road standards contained in this article, and signed and certified by the professional engineer of record. Any and all costs associated with obtaining the compliance certificate shall be the responsibility of the applicant or subdivider.

(3) Any private road having continuous unrestricted use by the general public, as evidenced by maps, aerial photographs, deeds of record, or affidavits, and deemed a public road by the circuit court.

(4) Through the creation of a special tax district, a legislatively created administrative division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.

(c) If requested by more than ~~25~~ 75 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road in order to meet the standards of and for the purpose of acceptance into the county road system.

(d) The county will then prepare a petition containing a designation of the boundaries of the proposed special tax district, a description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. Seventy-five percent or more of the resident freeholders who own at least 75 percent of the assessed valuation of real property in the proposed special tax district must sign the petition.

(e) S.C. Code 1976, § 5-3-240, as amended, defines freeholder as: any person 18 years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date

of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the county tax records as an owner of real estate.

(f) The county assessor shall then certify that the petition contains the requisite number of signatures necessary for the creation of the special tax district. Upon certification, the county will prepare and adopt an ordinance creating the special tax district.

(g) The cost of the services required for the special tax district shall be paid from the collection of a uniform user service charge, without interest, upon all parcels of real property within the district for a period not to exceed ten years. The user service charge will be included on the annual property tax bill and will be collected in the same manner as county property taxes. The first-year user service charge will also include all associated legal fees incurred in creating the special tax district. The user service charges are a charge against and run with the parcels of real property included in the special tax district, as set forth herein.

(h) No final plat of a subdivision shall be approved until the county engineer has received a sworn statement, signed by each owner of the property within the subdivision and duly notarized, stating that the road plan as shown on the plat is submitted with their consent and in accordance with their desires; and the dedication of roads shown on the plat is freely offered to the county. All encumbrances shall be released by instrument suitable for recording in the office of the register of deeds for the county prior to the roadways being accepted into the county system. Deeds or other instruments in suitable form as required by the county attorney shall be submitted for recording prior to the acceptance of any roads into the public domain.

(i) No expenditures of any public funds shall be made on any road or right-of-way which has not been accepted as set forth above.

(Code 2000, § 38-711; Ord. No. 03-007, § 1, 4-15-2003: Ord. No. 2015-020, 8-4-2015)

ORDINANCE NO. 2026-049

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 THEREOF.

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

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

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County;

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

ORDAINED in meeting duly assembled this 3rd day of November, 2026.

ATTEST

_____	_____
Rusty Burns	Tommy Dunn
Administrator, Anderson County	Chairman, Anderson County Council

(SEAL)

By: _____
Renee Watts
Clerk to Anderson County Council

FORM APPROVED BY:

_____

County Attorney

First Reading: September 15, 2026
Second Reading: October 6, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

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

Span-America Medical Systems, Inc. (Project Up)

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long & Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

To find the point of beginning, begin at an iron pin on the western side of Commerce Drive at the corner of Lot 4 and follow the western edge of Commerce Drive along a curve N. 21-09-28 W., the length of the chord of which is 207.57 feet to an iron pin, the point of beginning; thence with the western side of Commerce Drive S. 37-20-21 E. the length of the chord of which is 61.85 feet to an iron pin; thence continuing with the western side of Commerce Drive S. 41-02-00 E. 95.39 feet to an iron pin; thence S. 39-31-48 W. 766.19 feet to an iron pin at Smith Road; thence with Smith Road, N. 31-05-00 W. 383.04 feet to an iron pin; thence N. 59-32-00 E, 701.55 feet to an iron pin at Commerce Drive, the point of beginning, containing 4.721 acres, more or less.

AND

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long and Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the western side of Commerce Drive at the joint front comer of Lot 4 and lot herein conveyed and running thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin; thence S. 21-53-39 W. 196.63 feet to an iron pin; thence S. 21-53-30 W. 35.27 feet to an iron pin; thence S. 4-21-06 E. with a curve, the length of the chord of which is 477.65 feet to an iron pin; thence N. 59-32-00 E. 701.55 feet to an iron pin at Commerce Drive; thence with Commerce Drive, N. 21-09-28 W. with a curve, the length of the chord of which is 207. 57 feet to an iron pin; the point of beginning, containing 6.295 acres, more or less.

AND ALSO:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being known and designated as Lot 4 on a plat of Commerce Center Subdivision, Phase I, recorded in the R.M.C. Office for Greenville County in Plat Book 7-C, at Page 98, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Commerce Drive at the joint corner of Lots 3 and 4 and running with Commerce Drive S. 04-09-29 W. along an arc of 215 feet, the length of the chord of which is 213.20 feet to an iron pin; thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin on the eastern side of Smith Road; thence with Smith Road N. 21-53-39 E. 250 feet to an iron pin on the eastern side of Smith Road; thence with the joint line of Lots 3 and 4 S. 68-06-31 E. 433.97 feet to the point of beginning

Greenville County Tax Map No.: 0533020100918

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of September 15, 2026, October 6, 2026, and November 3, 2026, 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: _____, 2026

ORDINANCE NO. 2026-050

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on October 6, 2026 an inducement resolution (the ***"Inducement Resolution"***) with respect to certain proposed investment by JD Anderson SC, L.L.C., a Missouri limited liability company (the ***"Company"***) (which was known to the County at the time as ***"Project St Nick"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more new distribution/manufacturing facilities in the County (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $26,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in the Fee Agreement) from the Project through FILOT payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

Capitalized terms not defined in this Section 2 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 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 3rd day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

_____

Leon C. Harmon, Anderson County Attorney

First Reading: September 15, 2026
Second Reading: October 6, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of September 15, 2026, October 6, 2026, and November 3, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

JD ANDERSON SC, L.L.C.

Dated as of November 3, 2026

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FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

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

Company Name:	***JD Anderson SC, L.L.C.***	**Project Name:**	**Project St Nick**
Projected Investment:	**$26,500,000**	**Projected Jobs:**	**N/A**
Location (street):	**Masters Blvd**	**Tax Map No.:**	**126-00-01-011**
1. FILOT			
Required Investment:	$26,500,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	317.07 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment is not made by the end of the Investment Period, the Fee Agreement will be terminated retroactively.		
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	15 years		
Yearly Increments:	80% years 1-5; 35% years 6-15		
Clawback information:	If the Contract Minimum Investment is not made by the end of the Investment Period, the SSCs received by the Company will be repaid.		
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 3, 2026 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 JD ANDERSON SC, L.L.C., a limited liability company organized and existing under the laws of the State of Missouri (the **"*Company*"**).

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on November 3, 2026, 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 JD ANDERSON SC, L.L.C., a Missouri limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $26,500,000.00 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.

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

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 317.07 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

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

Section 3.02 Commencement; Diligent Completion

The Company agrees to commence construction of the Project no later than the end of the 30th month after the date of the County ordinance authorizing this Fee Agreement. If construction of the Project has not commenced by the 30th month after the approval of the County ordinance authorizing this Fee Agreement, the parties agree that this Agreement shall terminate. The Company further agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

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

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

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

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 317.07 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 fifteen (15) consecutive years in an amount equal to eighty percent (80%) for years 1 through 5 and thirty-five percent (35%) for years 6 through 15 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, the Special Source Credits shall be reduced to 20% on a prospective basis only for the remainder of the Special Source Credit period. If after such a reduction in the Special Source Credits, the Contract Minimum Investment Requirement is met within three (3) years after the end of the Standard Investment Period, the Special Source Credits shall return to the amounts set forth in Section 4.02(a), provided no lost incentives may be recovered.

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

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

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

(h) Revenues generated for the multi-county industrial park established by the MCIP Agreement from the Project through FILOT payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

Capitalized terms not defined in this Section 4.02(h) shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual

certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and

continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with

respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by 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, servant or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

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

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be $5,000.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to

the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI
DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

JD Anderson SC, L.L.C.
4520 Madison Avenue, Suite 100
Kansas City, Missouri 64111
Attn: Nicholas C. Jones
Tel. No.: 816/389-5700

With a copy to:

Maynard Nexsen PC
Attn: Toby Whitmire
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

JD ANDERSON SC, L.L.C.

_____

Name:_____

Its:_____

[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 together with all improvements located thereon, situate, lying and being in the County of Anderson, State of South Carolina, in Varennes Township, being shown and designated as Tract B1-A on that certain plat prepared by American Engineering & Surveying Co., dated March 3, 2003, revised April 25, 2003 and revised August 22, 2003 and recorded in the Office of the Register of Deeds for Anderson County on October 27, 2003 in Plat Book S1411 at Page 005B and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

LESS AND EXCEPT that portion conveyed by deed recorded in Book 9652 at Page 221 and corrective deed recorded in Book 9707 at Page 134 of the Office of the Register of Deeds for Anderson County.

Anderson County Tax Map No.: 126-00-01-011

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of JD Anderson SC, L.L.C. (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 3, 2026 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 JD Anderson SC, L.L.C. (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 3, 2026 between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

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

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

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

Personal Property Description	Investment Amount

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

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

_____
Name:_____
Its:_____

ORDINANCE NO. 2026-051

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO (PROJECT ST NICK).

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

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

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

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

DONE in meeting duly assembled this 3rd day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Chairman, Anderson County Council

Attest:

By:_____
Clerk to Anderson County Council

FORM APPROVED BY:

_____
County Attorney

First Reading: September 15, 2026
Second Reading: October 6, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

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 St Nick (JD Anderson SC, L.L.C.)

ALL that certain piece, parcel or tract of land together with all improvements located thereon, situate, lying and being in the County of Anderson, State of South Carolina, in Varennes Township, being shown and designated as Tract B1-A on that certain plat prepared by American Engineering & Surveying Co., dated March 3, 2003, revised April 25, 2003 and revised August 22, 2003 and recorded in the Office of the Register of Deeds for Anderson County on October 27, 2003 in Plat Book S1411 at Page 005B and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

LESS AND EXCEPT that portion conveyed by deed recorded in Book 9652 at Page 221 and corrective deed recorded in Book 9707 at Page 134 of the Office of the Register of Deeds for Anderson County.

Anderson County Tax Map No.: 126-00-01-011

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of September 15, 2026, October 6, 2026, and November 3, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of November 3, 2026.

_____
Clerk, Anderson County Council

Dated: _____, 2026

ORDINANCE NO. 2026-054

AN ORDINANCE TO PROHIBIT THE USE OF ANDERSON COUNTY FUNDS, PROPERTY, AND RESOURCES FOR FLOCK SAFETY CAMERA SYSTEMS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council has authority over the appropriation of County funds and the use of County property; and

WHEREAS, Anderson County Council has determined that County funds, property, and resources should not be used to acquire or support Flock Safety camera systems.

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

1. Definition. For purposes of this Ordinance, "Flock Safety camera system" means any camera, automated license plate reader, software, database, subscription, or related service operating through the Flock Safety platform, whether obtained directly from Flock Safety or through a reseller, contractor, or successor to that platform.

2. Prohibition. No funds appropriated by Anderson County Council shall be expended or committed to purchase, lease, install, operate, maintain, renew, or obtain access to a Flock Safety camera system. No County owned property, equipment, information technology system, or personnel acting in a County funded capacity shall be used to install, operate, or support a Flock Safety camera system.

3. Existing obligations and application. This Ordinance applies to expenditures and commitments made on or after its effective date and shall not impair a legally binding agreement entered into before that date. This Ordinance governs County appropriations and County resources and shall not be construed to direct the operational decisions of an independently elected official or to govern funds or property outside Anderson County Council's authority.

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

5. Effective date. This Ordinance shall take effect from and after the public hearing and third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 3rd day of November, 2026.

ATTEST:

_____
Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

_____
Tommy Dunn, District #5, Chairman
Anderson County Council

_____

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____

Leon C. Harmon
Anderson County Attorney

First Reading:	October 6, 2026
Second Reading:	October 20, 2026
Third Reading:	November 3, 2026
Public Hearing:	November 3, 2026

ORDINANCE NO. 2026-056

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SC ANDERSON ELROD, 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 October 6, 2026 (the ***"Inducement Agreement"***) with SC Anderson Elrod, LLC (the ***"Company"***) with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings, and other real and/or tangible personal property to constitute an industrial facility in the County (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $71,369,340 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form

of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

Section 2. Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in the Fee Agreement) for the Project through FILOT payments to be retained by the County ("Net Park Fees") shall be distributed within the County in accordance with this section, as follows:

(a) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(c) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(d) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(e) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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 milage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 2 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 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 3rd day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

_____

Tommy Dunn, Chairman of County Council

Attest:

_____

Rusty Burns, County Administrator

_____

Renee Watts, Clerk to County Council

Approved as to Form:

_____

Leon C. Harmon, Anderson County Attorney

First Reading: October 6, 2026
Second Reading: October 20, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

SC ANDERSON ELROD, LLC

Dated as of November 3, 2026

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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:	**SC Anderson Elrod, LLC**	**Project Name:**	**Elrod**
Projected Investment:	**$71,369,340**	**Projected Jobs:**	**0**
Location (street):	**1325 Elrod Road**	**Tax Map No.:**	**2390001001**
1. FILOT			
Required Investment:	$30,000,000.00		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	0.35921	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.04(a).		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Greenville/Anderson MCIP December 1, 2010		
3. SSRC			
Total Amount:	See below.		
No. of Years	15 years total		
Yearly Increments:	80% years 1-5; 35% years 6-15		
Clawback information:	See Section 4.02(d).		
4. Other information	N/A		

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 _____, 20__ 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 SC Anderson Elrod, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the **"*Company*"**).

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on November 3, 2026, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

"Anticipated Capital Investment" shall mean $71,369,340.00.

"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 SC Anderson Elrod, LLC, 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 $30,000,000.00.

"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 4.04(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 4.05 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"MCIP Agreement" shall mean the agreement 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.

"Net Park Fees" shall mean Revenues generated for the joint county industrial park established by the MCIP Agreement from the Project through FILOT payments to be retained by the County

"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 4.05 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 0.35921 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, 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 develop the Project for the purpose of establishing an industrial facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027.

(b) Pursuant to the FILOT Act and subject to Section 4.04 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 4.04 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 0.35921 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 or a period of fifteen (15) years for each Phase of the Project in an amount equal to eighty percent (80%) for years 1-5, respectively, and thirty-five percent (35%) for years 6-15, respectively, of that portion of FILOT Payments.

(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 fourth (4th) year of the Investment Period, the Special Source Revenue Credits shall be reduced from 80% to 35% for any Phase of the Project for any Phase of the Project otherwise receiving a 80% Special Source Credits. Further, should the Company fail to invest the Anticipated Capital Investment prior to the seventh (7th) year following the Commencement Date, all Special Source Credits for any Phase of the Project shall be reduced to 10%.

Notwithstanding the foregoing, if the Company meets the Anticipated Capital Investment prior to the seventh (7^{th}) anniversary of the Commencement Date, the Special Source Revenue Credits shall be restored to their original amount on a prospective basis. Any Special Source Revenue Credits that were reduced or unavailable during the period preceding such restoration shall not be subject to recapture or reinstatement.

(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 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 Distribution of Multi-County Industrial Park Revenues

Revenues generated for the multi-county industrial park established by the MCIP Agreement from the Project through FILOT payments to be retained by the County shall be distributed within the County in accordance with this section, as follows:

(a) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(c) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(d) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(e) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

Capitalized terms not defined in this Section 4.03 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 4.04 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 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 (120^{th}) 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 4.05 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 4.06 FILOT Payments on Replacement Property

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

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

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

Section 4.07 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months following the Project's initial placement in service. The provisions of Section 4.04 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, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the

County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its

sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties agree that the Administration Expenses related to the County's review and finalization of this Fee Agreement and related documents will be $6,000.00.

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:

SC Anderson Elrod, LLC
201 Riverplace, Suite 400
Greenville, South Carolina 29601

With a copy to:

Philip Land – Law Firm
Attn: Philip Land
104 S Main Street, Suite 800
Greenville, SC 29601

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

hereto (including without limitation any amounts owed with respect to Section 4.04 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[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:_____
Tommy Dunn, Chairman of County Council

ATTEST:

_____
Rusty Burns, County Administrator

_____
Renee Watts, Clerk to County Council

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

SC Anderson Elrod, LLC

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

1325 Elrod Road, Piedmont, Anderson County, SC 29673
TMS No. 2390001001

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.04 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ 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 _____, 20__ 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. 2026-057

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 ELROD]

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Anderson County;

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

DONE in meeting duly assembled this 3rd day of November 2026.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

By:_____
County Administrator
Anderson County, South Carolina

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
Anderson County Attorney

First Reading: October 6, 2026
Second Reading: October 20, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

EXHIBIT A

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

1325 Elrod Road, Piedmont, Anderson County, SC 29673
TMS No. 2390001001

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 6, 2026, October 20, 2026, and November 3, 2026, at which meetings a quorum of members of the 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: _____, 2026

ORDINANCE NO. 2026-058

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND JD ANDERSON SC, L.L.C., AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "***County***"), acting by and through the Anderson County Council (the "***County Council***"), is authorized and empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina, 1976, as amended (the "***Act***"), to enter into development agreements relating to property within the County; and

WHEREAS, JD Anderson SC, L.L.C., a Missouri limited liability company (the "***Developer***"), is the owner of that certain real property located in Anderson County, State of South Carolina, commonly known and addressed as 300 Masters Boulevard, Anderson, South Carolina, which Developer intends to develop for a manufacturing and warehouse facility (the "***Property***"); and

WHEREAS, the County is the owner and holder of certain sanitary sewer easements located on, adjoining and near the Property (collectively, the "***Easements***") and the County intends to construct, or cause to be constructed, certain improvements within and upon the Easements in order to serve the development on the Property; and

WHEREAS, pursuant to the Development Agreement, the County has agreed to reimburse Developer for up to fifty percent (50%) of the actual costs of certain improvements, not to exceed $700,000.00; and

WHEREAS, the County Council has determined that the Development Agreement by and between the County and the Developer (the "***Development Agreement***") is a proper exercise of the authority granted to the County government and will benefit the general health, safety and welfare of the citizens of the County through economic development, creation of jobs and addition to the tax base of the County; and

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

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Anderson County, South Carolina, in meeting duly assembled, as follows:

Section 1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Development Agreement attached hereto as Exhibit A and incorporated herein by reference, complies with the Act and constitutes a proper governmental and public purpose benefiting the general public welfare of the County.

Section 2. The form, terms and provisions of the Development 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 Development Agreement was set out in this Ordinance in its entirety. The Development Agreement shall be effective immediately upon approval of this Ordinance after third reading and execution by both parties.

Section 3. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Development Agreement in the name of and on behalf of the County, and the County Administrator and the Clerk to County Council are hereby authorized and directed to attest the same and thereupon to cause the Development Agreement to be delivered to the Developer. 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 Development Agreement and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this 3rd day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, Anderson County Attorney

First Reading: October 6, 2026
Second Reading: October 20, 2026
Third Reading: November 3, 2026
Public Hearing: November 3, 2026

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 approval, by the County Council at its meetings of October 6, 2026, October 20, 2026, and November 3, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____

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

Dated: _____, 2026

EXHIBIT A

DEVELOPMENT AGREEMENT

(*attached*)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of this _____ day of November, 2026 by and between **Anderson County,** a body politic and corporate and a political subdivision of the State of South Carolina (the "***County***"), and **JD ANDERSON SC, L.L.C.**, a Missouri limited liability company ("***Developer***").

WITNESSETH:

A. Developer is the owner of that certain vacant real property located in Anderson County, State of South Carolina (the "***Property***") commonly known and addressed as 300 Masters Boulevard, Anderson South Carolina, which Developer intends to develop for a manufacturing and warehouse facility.

B. The County is the owner and holder of certain sanitary sewer easements located on, adjoining and near the Property (collectively, the "***Easements***") and the County intends to construct, or cause to be constructed the Improvements (as herein defined) within and upon the Easements in order to serve the development on the Property (hereinafter sometimes the "***Project***").

C. The County desires and Developer agrees to enter into this Development Agreement (the "***Agreement***") under which the County and Developer will undertake the obligation to develop the Improvements as described herein and Developer and the County will allocate the risks and rewards of such development.

NOW, THEREFORE, the parties agree as follows:

1. Development.

(a) The County agrees to enter into this Agreement with Developer to obtain the performance of the services described herein on a cost sharing basis, all in accordance with this Agreement. Developer's services hereunder shall be performed by Developer independent of the County, and nothing contained in this Agreement or in the relationship of the County and Developer shall be deemed to constitute any relationship of partners or joint venturers, or to constitute Developer as an employee of the County, or to create any other relationship between Developer and the County.

(b) Developer agrees to develop the Improvements described in the scope of work (a copy of which is attached hereto as Exhibit A) as "***Development Improvement Work***" and any additional improvements required to be delivered to the Project (the Development Improvement Work and any such additional improvements shall together be known as the "***Improvements***"), in accordance with the plans and the specifications therefor. Developer shall be fully responsible for hiring any and all architects, civil engineers and other contractors or professionals as may be appropriate in the County's and Developer's reasonable judgment, to complete the Improvements. Notwithstanding the foregoing and to the extent required by the County's funding source, Developer will substantially comply with the County's procurement code. Developer shall complete all work in a timely manner in accordance with all applicable laws, regulations, land use and notice requirements, and related items and shall obtain all necessary permits, approvals, consents, licenses, and related authorizations in a timely manner, at Developer's sole cost and expense.

(c) Developer, or its authorized representative, shall attend, and has previously attended, all applicable local governmental meetings regarding the development of the Improvements and will, at such meetings, represent the interests of the County in good faith. The County will, at Developer's

request, provide any applicable evidence to Developer as may be required to reflect Developer's (or its authorized representative's) ability to represent the County at all such proceedings.

(d) Developer shall provide all deliveries to the County as reasonably requested by the County for purposes of obtaining approval and/or disbursements under any associated public financing. Developer shall deliver to the County, at the County's request, copies of any construction contracts, with proprietary pricing redacted, entered into by Developer and other information and reports (including copies of any reports that Developer obtains from its contractors) regarding the status and progress of the work being undertaken by Developer. Developer will issue weekly reports and site photographs to the County.

(e) Developer covenants to require all contractors engaged by Developer to comply with the construction schedule and to deliver the Improvements on the Target Completion Date (subject to Delays) as set out in Exhibit C as "Schedule," each as defined and described in the Development Improvement Work. Developer shall not be responsible for any delay, loss or damage caused by the County's failure or refusal to timely provide decisions, information or funds required of the County.

(f) The County shall provide to Developer full information regarding the County's requirements for the Improvements, including the County's special equipment and facility needs, site requirements and criteria, and will inspect design plans and construction to meet reasonable standards in compliance with County Waste Water operational requirements, throughout the development of the Improvements and shall promptly review all material submitted to it and make decisions in a timely manner to the end of satisfying any other objectives of the County.

(g) The County shall cooperate with Developer in obtaining all structural, mechanical, chemical, site, traffic, engineering, environmental and other tests, inspections, studies and reports necessary or advisable in connection with the development of the Improvements.

(h) Developer shall deliver the Improvements to the County in an operational condition and in compliance with all laws. Developer shall deliver to the County or such other person as the County shall designate a) all contracts, subcontracts, and all documents, files, field-marked plans and specifications for the Improvements, permits, certificates, warranties, as-built plans, books and records pertaining to this Agreement and the development and construction of the Improvements; and b) within 30 days after the Improvements are deemed complete, a final report similar in form and content to any periodic reports previously submitted by Developer to the County covering the period from the last such report to the date of final completion or, as applicable, expiration or termination of this Agreement.

(i) Developer shall provide to the County such information, take any and all other actions and cooperate with the County, as the County shall reasonably require in order to effectuate an orderly and systematic disengagement of Developer's services, duties, obligations, and activities hereunder.

(j) The County shall take and accept ownership and operation of the Improvements located on the adjoining properties up to the boundary of the Property Developer upon substantial completion.

(k) Term. The term of this Agreement shall commence on the date first written above and shall expire on the date which the warranty expires pursuant to Section 2 herein (except that if the County timely makes a valid warranty claim, the obligations of Developer with respect thereto shall not expire until such warranty claim has been satisfied by Developer), unless terminated earlier pursuant to this Agreement.

(l) Time is of the essence with respect to the performance of Developer's obligations or acts hereunder and no extension of time for such performance shall be deemed an extension of time for the performance of any other obligation or act.

2. Warranty. Developer hereby warrants that the Improvements will, for a period of one year after substantial completion of the Improvements and as set forth in any related construction contract(s), be free of all material defects and agrees to provide all materials and labor necessary to cure any breach of such warranty at its sole cost and expense. In addition, Developer covenants to require that each contractor that undertakes any work or provides any materials in connection with the construction of the Improvements provide a transferrable warranty that the Improvements will be free from material defects as set out above after the date of the final inspection by the appropriate governmental entity and hereby assigns all rights of Developer in and to such warranties to the County, whether currently existing or hereafter arising. The County will allow Developer to enforce such warranties in connection with Developer's performance of its warranty obligations. Provided the County timely reimburses Developer for the County's share of the costs and expenses incurred in connection with the development of the Improvements as provided in Section 4 below, Developer shall deliver the Improvements to the County free of all mechanics liens. Developer agrees to remove all liens to the County's sole satisfaction within 30 days of the date such liens are filed. If any lien is disputed in good faith, it must be bonded by Developer while the dispute is pursued. If Developer removes all liens in accordance with the provisions hereof, the County will reimburse Developer as provided herein. If Developer fails to timely remove any lien to the County's satisfaction, the County shall have the right but not the obligation to pay a liquidated amount to the lien claimant to resolve the claim, and offset said liquidated amount, plus all actual attorney's fees and expenses incurred in resolving the claim against the amounts due to Developer.

3. Access. The County hereby authorizes Developer to take all necessary steps to enter the Easements for purposes of completing the Development Improvement Work and otherwise complying with the terms of this Agreement. Developer's right of access hereunder shall extend to all third-party contractors and consultants (including general contractors, subcontractors, and civil engineers) hired by Developer to complete the Development Improvement Work. This right of access shall automatically terminate upon completion of the Development Improvement Work (except that the right of access shall continue for purposes of any necessary warranty obligations of Developer).

4. Budget. Developer and the County hereby approve the budget for the Development Improvement Work attached hereto and incorporated herein as Exhibit B in the amount of $1,587,496 (the "***Budget***"). Subject to the terms of this Agreement, the County agrees to reimburse Developer for Fifty Percent (50%) of all costs actually incurred pursuant to the Budget, not to exceed $700,000.00.

(a) Modifications: Any modifications to the Budget shall require the written approval of Developer and the County, which approval shall not be unreasonably withheld or delayed. For expenses actually incurred by Developer pursuant to the Budget, as same may be amended in writing signed by both parties, Developer shall submit the receipt or invoice for such expense to the County ("***Application for Payment***") and the County shall pay the same to Developer within fifteen (15) business days of delivery of such receipt or invoice.

(b) Application for Payment: Upon Substantial Completion of the Improvements, Developer and any contractor hired by Developer shall provide a final lien waiver with its request for payment in an Application for Payment, which must contain lien waivers from Developer and any contractors hired by Developer for all work complete or material furnished. The Improvements will be considered Substantially Complete on the date the delivery conditions in the Development Improvement Work are met and the Improvements are occupied or utilized by the County for their intended purpose and receive any final approval or certificate of occupancy by the governing local authority.

(c) Change Orders: If the County and Developer enter into a Change Order (a "***Change Order***"), Developer will prepare an appropriate Change Order indicating the scope of such work (the "***Change Order Work***"). The County shall cooperate with Developer in connection with the execution of any reasonable Change Order so as to avoid a Delay ("***Delay***" being defined in the construction contract), disruption or interference to or with the work. Each such Change Order shall be in writing, signed by the County and Developer. Each such Change Order will specify the monetary value of the Change Order Work covered by that Change Order. Payment and compensation for all Change Orders shall be made in accordance with the terms of this Agreement. In calculating the amount of any change in connection with any Change Order, Developer shall include, without limitation, the costs of labor and material, design fees, interest and other reasonable and disclosed carrying costs, sales or other excise taxes.

(d) Cost Savings/Overruns: the County and Developer agree that any cost savings at the completion of the Expanded Premises shall be split between the County and Developer on a 50/50 basis. Construction cost overrun risk outside of the County Caused Delays shall be borne exclusively by Developer, other than costs attributable to mutually acceptable Change Orders and costs resulting from unforeseen circumstances.

5. Insurance. Developer shall obtain and carry, and/or, as the case may be, require each contractor to obtain and carry: (i) builder's risk insurance in an amount equal to the full replacement value of the Improvements during the performance of Development Improvement Work and, (ii) general liability insurance of at least $2,000,000.00 combined per single limit per occurrence, $3,000,000.00 annual general aggregate. Additionally, Developer and any subcontractors, engineers, architects, or other consultants or contractors, shall carry professional liability insurance and/or errors and omissions insurance in amount of not less than $2,000,000 each claim, $5,000,000 in the aggregate with respect to claims made against Developer (or any subcontractors, engineers, architects, or other consultants or contractors) for negligent errors or omissions of Developer or such subcontractors, engineers, architects, or other consultants or contractors in the performance of its obligations related to the completion of the Improvements or Development Improvement Work as provided in this Agreement. The retroactive date of such coverage will be prior to the start of the Development Improvement Work and the policy will be maintained during the term of this Agreement and for three years following the completion of the Development Improvement Work. The builder's risk insurance required by this Agreement shall include, without limitation, insurance against the perils of fire, with extended coverage, and physical loss or damage including but not limited to, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The general liability policy shall cover the activities performed by any and all subcontractors hired or otherwise contracted by Developer or the general contractor to work in or on the Improvements. The County shall be named as additional insureds under any such policies and Developer shall provide the County with evidence of any such coverage within fifteen (15) days following the date of this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY WAIVES ALL CLAIMS AGAINST THE OTHER PARTY, AND THE AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS OF SUCH OTHER PARTY, FOR ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ON ACCOUNT OF FIRE, ACCIDENT OR OTHER CASUALTY, THE CAUSE OF WHICH IS INSURED AGAINST OR WHICH IS INSURABLE UNDER A STANDARD "ALL RISK" PROPERTY INSURANCE POLICY AVAILABLE IN THE STATE IN WHICH THE IMPROVEMENTS ARE LOCATED, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING THE NEGLIGENCE OF ANY OTHER PARTY HERETO, ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES,

SHAREHOLDERS AND AGENTS. EACH PARTY SHALL REQUIRE THAT ITS PROPERTY INSURANCE POLICIES MAINTAINED WITH RESPECT TO THE IMPROVEMENTS, OR PROPERTY USED IN CONNECTION THEREWITH, SHALL CONTAIN WAIVERS OF SUBROGATION RIGHTS AGAINST THE OTHER PARTY AND ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS.

6. Liability.

(a) Liability of the County. Notwithstanding anything to the contrary herein, neither the County, nor any official or employee of the County shall have any personal liability with respect to any provision of this Agreement, or any obligation or liability arising hereunder or in connection herewith and none of their assets (other than the Improvements) shall be subject to levy, execution or other judicial process for the satisfaction of Developer's claims. Developer shall look solely to the equity of the then County of the Improvements in said property for the satisfaction of any remedies of Developer in the event of a breach by the County of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

(b) Liability of Developer. Except for Developer's responsibility under Section 4 above for any cost overruns, notwithstanding any provision hereof to the contrary, (a) in no event shall the County make any claim against Developer or its members or affiliates, or their members, partners, shareholders, officers, directors or employees, on account of any act or omission of Developer or any of the foregoing if the same is done in good faith utilizing the standard of care of an experienced developer of similar commercial real estate projects and in accordance with a good faith interpretation of this Agreement, and (b) provided the standard of care set forth herein is met, the liability of Developer under this Agreement and for any liabilities, obligations, losses, damages, claims, actions, suits, judgments, costs, expenses and disbursements (including legal fees and expenses) incurred by the County, directly or indirectly, as a result of or arising out of or relating to this Agreement and/or the Improvements shall be limited to the aggregate of (i) as to matters arising from events covered by the insurance required to be obtained by Developer pursuant hereto, the full amount of the insurance proceeds actually recovered from such insurance coverage, plus (ii) with respect to matters resulting from events not covered by insurance or to the extent insurance proceeds are insufficient, the Development Fee actually paid to Developer pursuant to this Agreement. The terms of this paragraph shall not apply in the event of Developer's gross negligence or willful misconduct. The County may assert claims only against Developer, and under no circumstances shall any member or affiliate of Developer or any member, partner, shareholder, officer, director, employee or agent of Developer or any member or affiliate of Developer (or any person or entity which may have succeeded to the interest or assumed the obligations of Developer under this Agreement), be personally liable for any of the obligations of Developer under this Agreement. This Section 6 shall survive the expiration or termination of this Agreement.

7. Default.

(a) Developer Default. If Developer is in default of any of its obligations under this Agreement, and such default remains uncured for more than 15 business days following written notice from the County (plus, with respect to defaults which cannot reasonably be cured within such 15 days, such additional period as is reasonably required to cure such default), the County shall have the right to terminate this Agreement and/or exercise any other rights available to the County under applicable laws including, but not limited to, injunctive relief. The County's failure to notify Developer of a default shall in no way waive any right of The County to object to a default by Developer at a later time.

(b) County Default. If the County (a) fails to timely pay any sum owed to Developer which remains unpaid for more than 15 business days following written notice from Developer, or (b) is in default

of any other obligation of the County under this Agreement, and such default remains uncured for more than 15 business days following written notice from Developer (plus, with respect to defaults which cannot reasonably be cured within such 15 days, such additional period as is reasonably required to cure such default), Developer shall have the right to terminate this Agreement and/or exercise any other rights available to Developer under applicable laws including, but not limited to, injunctive relief. Developer's failure to notify the County of a default shall in no way waive any right of Developer to object to a default by the County at a later time.

8. Indemnification. Subject to the other terms and provisions of this Agreement, Developer hereby agrees to indemnify, hold harmless, and defend the County and its officials and employees (individually and collectively the "***County Indemnitees***") from and against any suits, proceedings, claims, demands, causes of actions, damages, liabilities, fines, penalties, costs, expenses, and reasonable attorneys' fees and other defense costs arising out of any failure by Developer to construct and complete the Improvements. The provisions of this section shall survive the termination of this agreement with respect to any matters occurring before the termination.

9. Force Majeure. Developer shall be solely responsible for Delays in the completion of Development Improvement Work, other than delays due to "force majeure" conditions, as defined herein. Each person or entity from time to time subject to the terms of this Agreement shall be excused from performing any obligation or undertaking provided for herein, other than payment of money, for such period, as such performance is prevented, delayed, retarded, or hindered by fire, earthquake, flood, explosion, adverse weather conditions, riot, insurrection, mob violence, sabotage, inability to procure (or general shortage of) labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of any labor union, laws or orders of governmental authorities, plague, epidemic or pandemic, including, without limitation, the Coronavirus Disease 2019 pandemic (as declared by the World Health Organization) or any other cause not within reasonable control of the party prevented, delayed, retarded or hindered thereby, which events or conditions are generally known as "force majeure" conditions or occurrences, including reasonable delays for adjustment of insurance proceeds in the event of an insured casualty.

10. Termination of Agreement

(a) Bankruptcy. If either the County or Developer shall file a petition in bankruptcy or for a reorganization or arrangement or other relief under the United States Bankruptcy Code or any similar statute, or if any such proceeding shall be filed against one of the said parties and is not dismissed or vacated within thirty (30) days after its filing, or if a court having jurisdiction shall issue an order or decree appointing a receiver, custodian or liquidator for a substantial part of the property of either party hereto which decree or order remains in force undischarged and un-stayed for a period of thirty (30) days, or either party hereto shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due, such event(s) shall constitute a default on the part of such party to the fullest extent permissible under applicable law and, in such a case, the other party may terminate this Agreement by ten (10) days prior written notice following the occurrence of such event of default.

(b) [*intentionally omitted*]

(c) Payment Due Upon Termination. In the event this Agreement is terminated by the County pursuant to Section 7 or Section 10 hereof, and the County is not, itself, in breach at the time of its termination, or wrongfully terminated by Developer, then the County shall be entitled to recover from Developer any amounts therefore paid by the County to Developer on account of any portion of the work which has not yet been completed and such other costs and damages, including reasonable attorneys' fees, incurred by the County. Further, the County shall have the right to obtain an assignment of Developer's

interest in any contract documents upon termination of this Agreement by the County pursuant to Section 7 or 10 hereof, and Developer agrees to execute an assignment of Developer's interest in any contract documents in favor of the County. In the event this Agreement is terminated by Developer pursuant to Section 7 or 10 hereof, and Developer is not, itself, in breach at the time of its termination, or wrongfully terminated by the County provided that Developer is not then, itself, in breach, Developer shall be entitled to recover from the County amounts due in payment for all work performed together with any unpaid costs of the Improvements and reasonable attorneys' fees and such portion of Developer's Development Fee which has been earned by Developer through the date of such termination.

(d) Survival. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Notices. Any notices required to be sent hereunder shall be sent by certified mail, return receipt requested, or by Federal Express, other comparable expedited mail service as follows:

If to Developer: JD Anderson SC, L.L.C.
4520 Madison Avenue, Suite 100
Kansas City, Missouri 64111
Attn: Nicholas C. Jones
Tel. No.: 816/389-5700

If to the County: Anderson County
Attn: County Administrator
101 South Main Street
Anderson, South Carolina 29624
Tel. No.: 864/260-4031

12. Waivers, Consents, Modifications and Termination. Waivers and consents respecting this Agreement shall be binding only if in writing and signed by the party against whom such waiver or consent is sought to be enforced, except as otherwise expressly set forth herein. This Agreement may be amended, in whole or in part, at any time or from time to time, only by an instrument executed and acknowledged by the parties hereto or their respective successors in title. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion. No waiver shall be implied by any isolated or repeated action or non-action.

13. Captions and Headings. The captions and headings contained in this Agreement are included herein for the convenience of reference only and shall not be construed to limit or enlarge the terms hereof or otherwise affect the meaning or interpretation of this Agreement.

14. Entire Agreement. This Agreement contains all of the promises, agreements, conditions, inducements, and understandings between the parties hereto relative to the matters set forth herein with respect to the development of the Improvements, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, relating thereto between them other than as herein set forth or expressly referred to herein. Any changes to this Agreement must be in writing, signed by both parties.

15. Dispute Resolution. If the parties do not resolve their dispute through negotiation or mediation, the parties agree to submit their dispute in binding arbitration. Any arbitration will be processed under the AAA Fast Track procedure, according to the Real Estate Industry Arbitration Rules, except as otherwise agreed by the parties. The Arbitrator(s) shall award the prevailing party reasonable attorneys' fees and court costs, which shall be enforced in a court of competent jurisdiction. Each party shall bear one-

half (1/2) of the fees and expenses of the arbitrator and the arbitration hearing. The arbitrator shall award the prevailing party its reasonable attorney's fees and expenses. The arbitrator is not empowered to award damages in excess of actual, compensatory damages. Claims by either party must be initiated within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be initiated by written notice to the other party.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

17. Severability. If any term or provision of this Agreement shall be held to be illegal, invalid, unenforceable or inoperative as a matter of law, then in such event, said provision shall be modified so that same becomes valid and enforceable or, in the alternative, narrowed and deemed effective only to the extent it is enforceable. Any such replacement or modification shall be composed so as to align as strictly as possible with the intent of the parties hereto. The remaining terms and provisions of this Agreement shall not be affected in any manner by the revision or modification of such offending provision, but each other term and provision shall remain valid and shall remain in full force and effect. Notwithstanding the foregoing, if for any reason any provision hereof shall be determined to be illegal, invalid, unenforceable or inoperative as a matter of law and it is not possible to reform such provision in accordance with the foregoing, the validity and effect of the other provisions hereof shall not be affected thereby.

18. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. The headings of various Paragraphs in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

19. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

20. Assignment. Developer may assign this Agreement to a wholly owned subsidiary or affiliate without prior written consent of the County, provided that it shall not be released from its obligations hereunder. The County may assign this Agreement to a separate public entity that will provide the sanitary sewer service to the Property. The County shall provide Developer notice of such assignment. Developer may not sell, assign, hypothecate, pledge, transfer or otherwise dispose of all or any portion of its interest in this Agreement or delegate its duties hereunder without the prior written consent of the County, which consent shall be granted or withheld in the County's sole discretion. The County may assign its interest in this Agreement to any purchaser or assignee of the Improvements without the consent of Developer and be released from any and all liability hereunder; provided that such purchaser assumes the County's obligations under this Agreement and such purchaser is financially capable of performing the County's obligations hereunder.

21. Successors and Assigns. Subject to the terms of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. No Constraint on Competition; No Partnership. Developer and its affiliates may engage in other activities for profit, whether in the real estate business or otherwise, including, without limitation, the ownership, operation, development, leasing and/or management of other properties similar to the Property, Building and Improvements, including those of a competitive nature, and may in the future enter into development, management and leasing agreements or participate in partnerships or other ventures for such

purposes. The County shall not have any right by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

23. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their permitted successors and assigns and are not for the benefit of any other person or entity.

24. Further Assurances. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

25 Authority. Each party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

26. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES HERETO.

27. Confidentiality. Except as necessary to the performance of the terms of this Agreement, as required by applicable laws, or pursuant to an order entered or a subpoena issued by a court of competent jurisdiction, each party agrees not to disclose to any third party (other than the respective party's employees, members, partners, shareholders, legal counsel and accountants on an as-needed basis) any Confidential Information. As used herein, "***Confidential Information***" means any information of such other party which the other party designates prior to delivery as non-public information (and shall exclude information which (i) is in possession of such party prior to the disclosure of such information by the other party, (ii) information which becomes part of public knowledge through no action of the party, or (iii) is approved for release by the other party).

28. Automatic Termination. Regardless of anything contained herein to the contrary, this Agreement shall automatically terminate, upon completion of the Development Improvement Work. Upon termination of this Agreement, the terms herein shall be of no further force or effect and neither party hereto shall have any obligations to the other except for those which specifically survive termination of this Agreement.

[*Signature page(s) follows*]

WITNESS, the following signatures:

Developer: JD ANDERSON SC, L.L.C.,
a Missouri limited liability company

By: _____
Kevin R. Jones, Managing Member

The County: ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

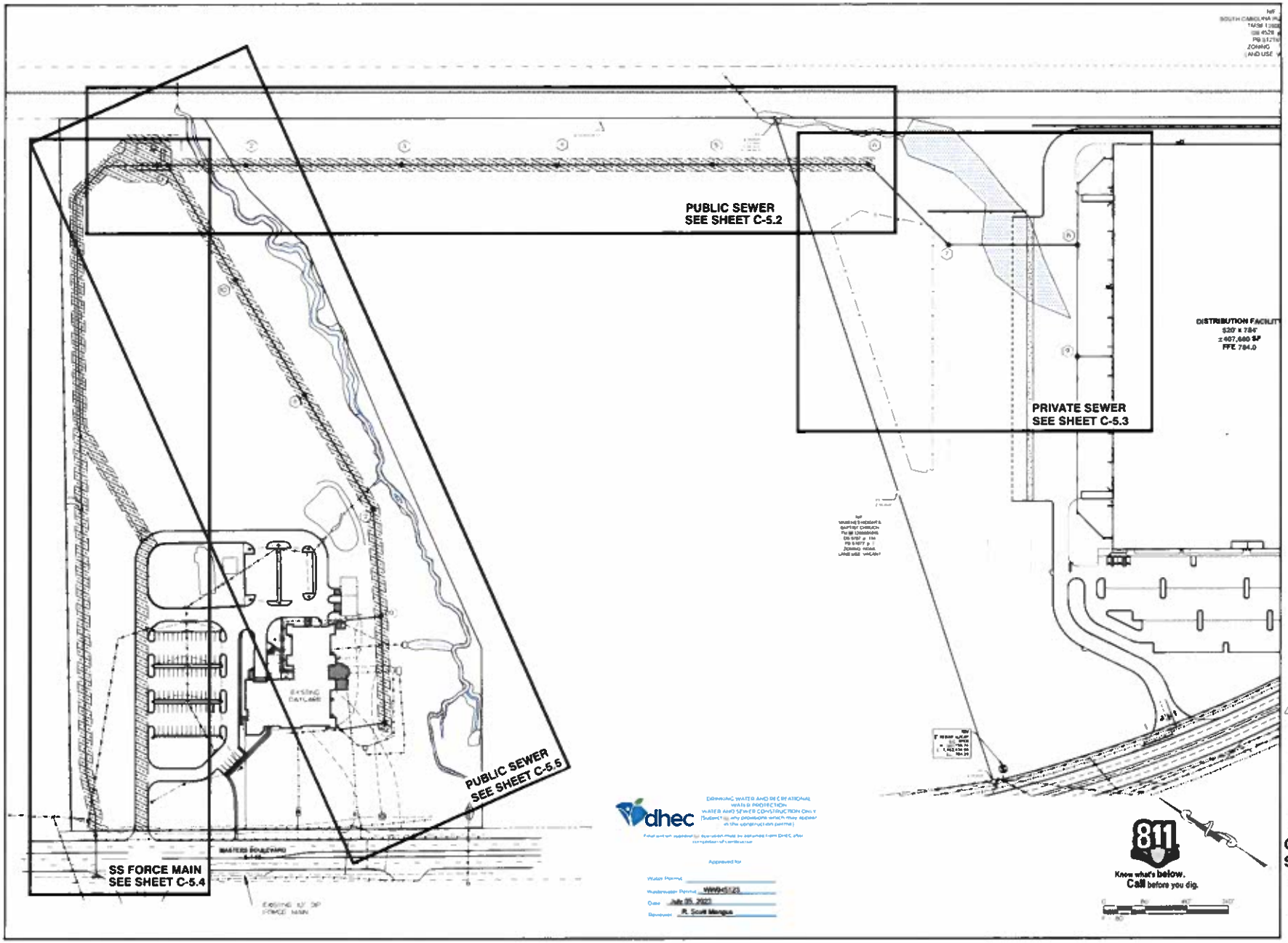
APPROVED AS TO FORM:

_____
Leon C. Harmon, Anderson County Attorney

Exhibit A Development Improvement Work
Exhibit B Budget
Exhibit C Schedule

EXHIBIT A
Development Improvement Work

See attached



PLANS PREPARED BY
CAMPBELL

SOUTH CAROLINA
PROFESSIONAL ENGINEER
6-28-23

SOUTH CAROLINA
Campbell Engineering & Associates, Inc.
No. C03297
CERTIFICATE OF AUTHORIZATION

DISTRIBUTION FACILITY

300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY

TMS: 126-00-01-011-000

OWNER:
JD ANDERSON SC, LLC
4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 389-5712
CELL: (816) 591-1658

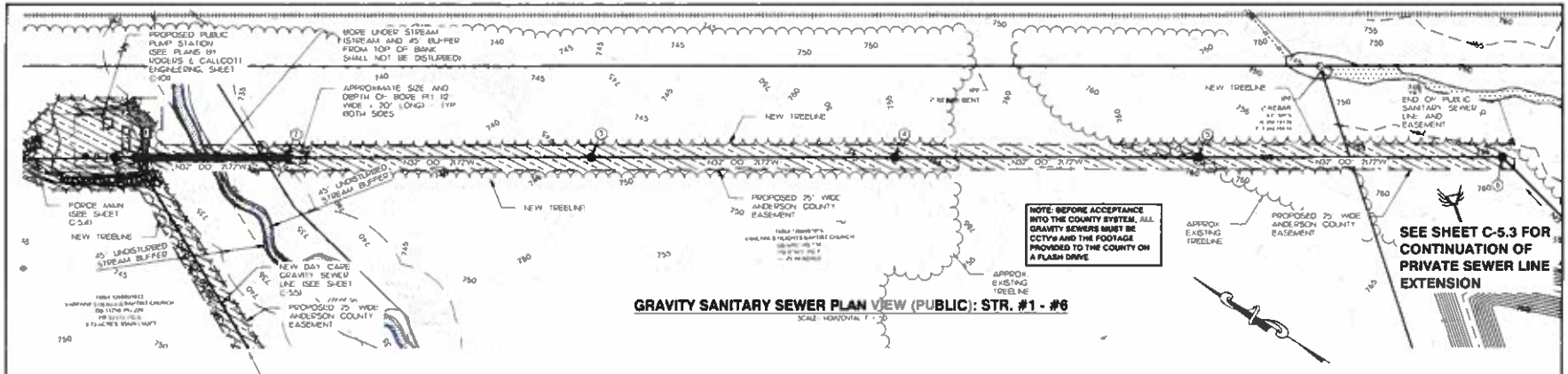
REVISIONS:
1 ISSUED FOR DHEC REVIEW 06/30/23

CHECKED BY TWC
DRAWING BY PSE
DATE 06/30/23
JOB NUMBER

SHEET TITLE
OVERALL SANITARY SEWER PLAN

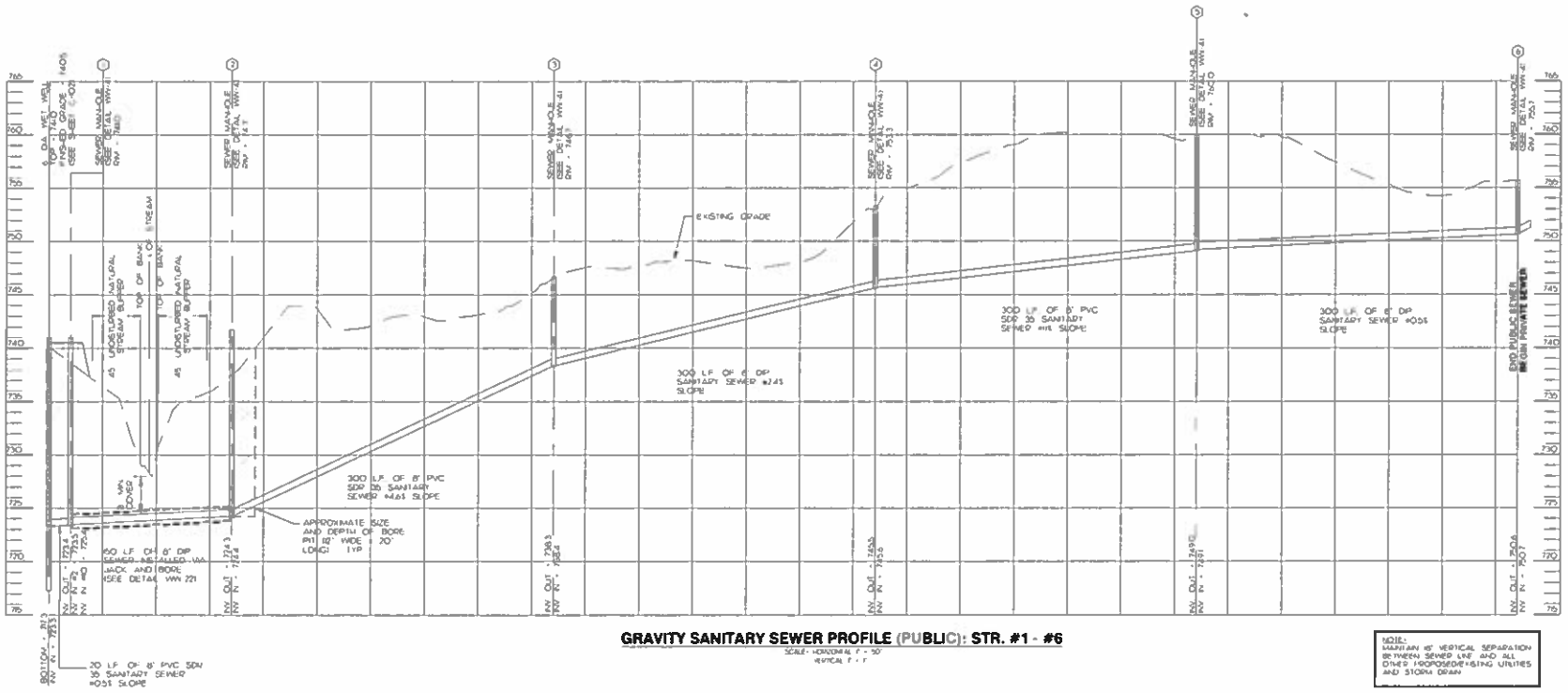
SHEET NUMBER
C-5.1

COMMENTS:



GRAVITY SANITARY SEWER PLAN VIEW (PUBLIC): STR. #1 - #6

SCALE: HORIZONTAL 1" = 20'



GRAVITY SANITARY SEWER PROFILE (PUBLIC): STR. #1 - #6

SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 5'

NOTE: MAINTAIN 18" VERTICAL SEPARATION BETWEEN SEWER LINE AND ALL OTHER PROPOSED/EXISTING UTILITIES AND STORM DRAIN

PLANS PREPARED BY:

CAMPBELL

ENGINEERING & ASSOCIATES, INC.
Civil Engineering and Land Planning
31 Holland Court
Greenville, SC 29615
(864) 271-5050
Fax (864) 335-0971

SEAL

SOUTH CAROLINA — Campbell Engineering & Associates, Inc. No. C03887 — CERTIFICATE OF AUTHORIZATION

DISTRIBUTION FACILITY

300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY

TMS: 128-00-01-011-000

OWNER:
JD ANDERSON SC, LLC
4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 389-5712
CELL: (816) 591-1658

REVISIONS:

1	ISSUED FOR DHEC REVIEW	06/30/23

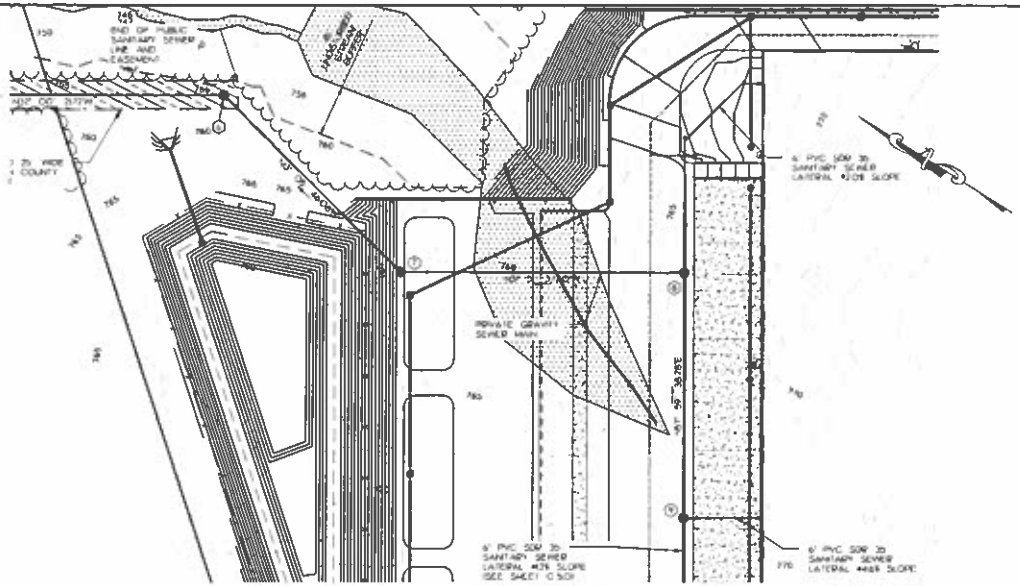
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DRAWING BY: FSE
DATE: 06/07/23
JOB NUMBER:

TITLE:
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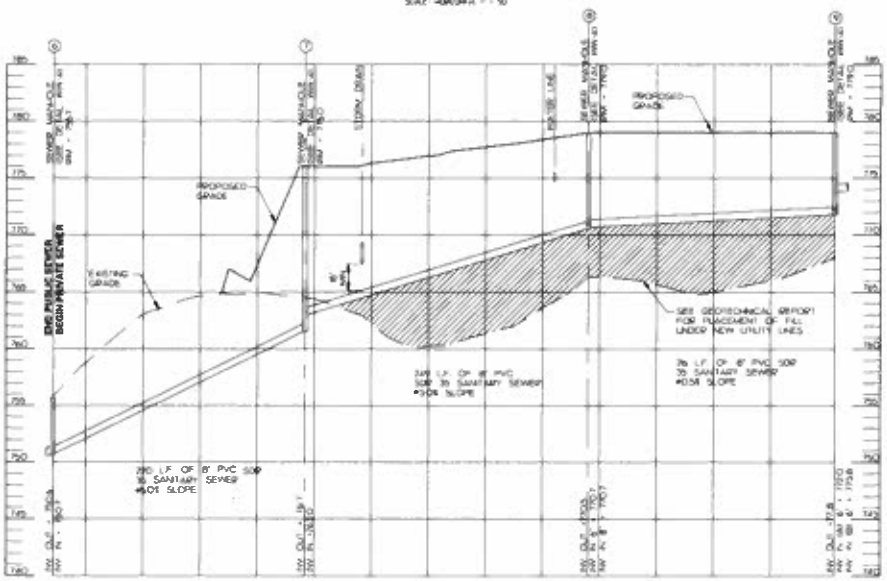
SHEET NUMBER:
C-5.2

COMMENTS:

SEE SHEET C-5.2 FOR CONTINUATION OF PUBLIC SEWER LINE EXTENSION



GRAVITY SANITARY SEWER PLAN VIEW (PRIVATE): STR. #6 - #9



GRAVITY SANITARY SEWER PROFILE (PRIVATE): STR. #6 - #9

NOTE:
MAINTAIN 18" VERTICAL SEPARATION BETWEEN SEWER LINE AND ALL OTHER NON-PRESSURIZED UTILITIES AND STORM DRAIN

CAMPBELL

DISTRIBUTION FACILITY
300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY
TMS: 126-00-01-011-000

OWNER:
JD ANDERSON SC, LLC
4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 399-5712
CELL: (816) 581-1658

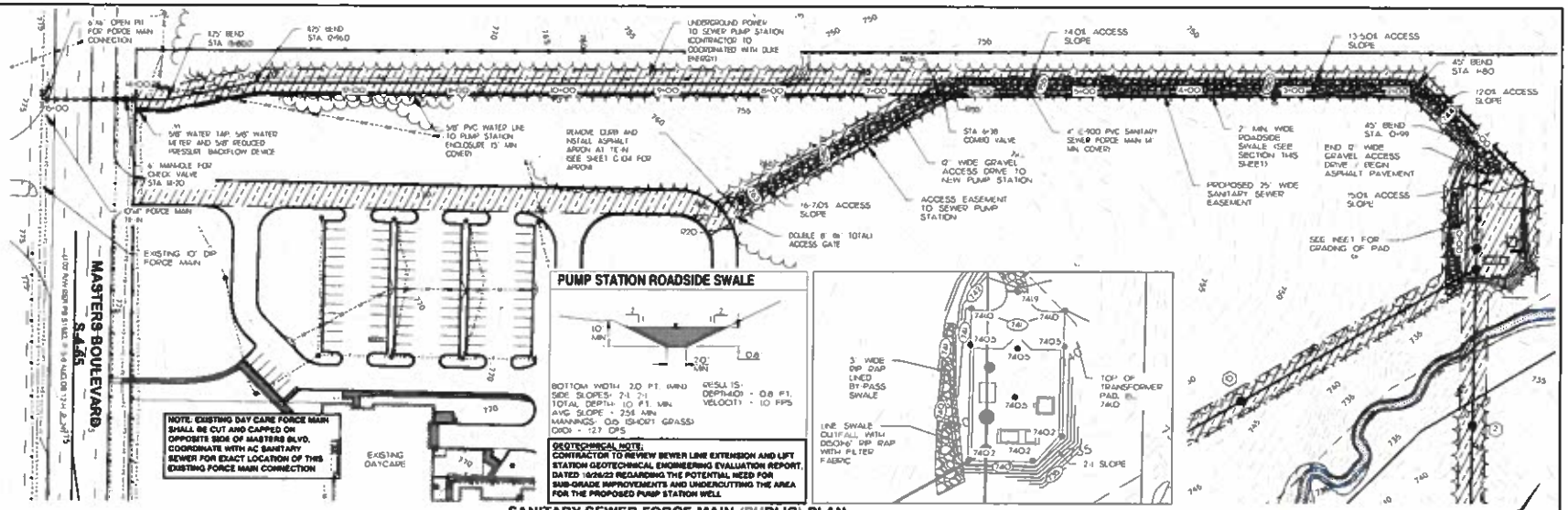
REVISIONS:
1 ISSUED FOR D&EC REVIEW 09/20/22

CHECKED BY: TWC
DRAWING BY: FSE
DATE: 09/6/22
JOB NUMBER:

TITLE:
SANITARY SEWER EXT. (PRIVATE), STR. #6 - #9

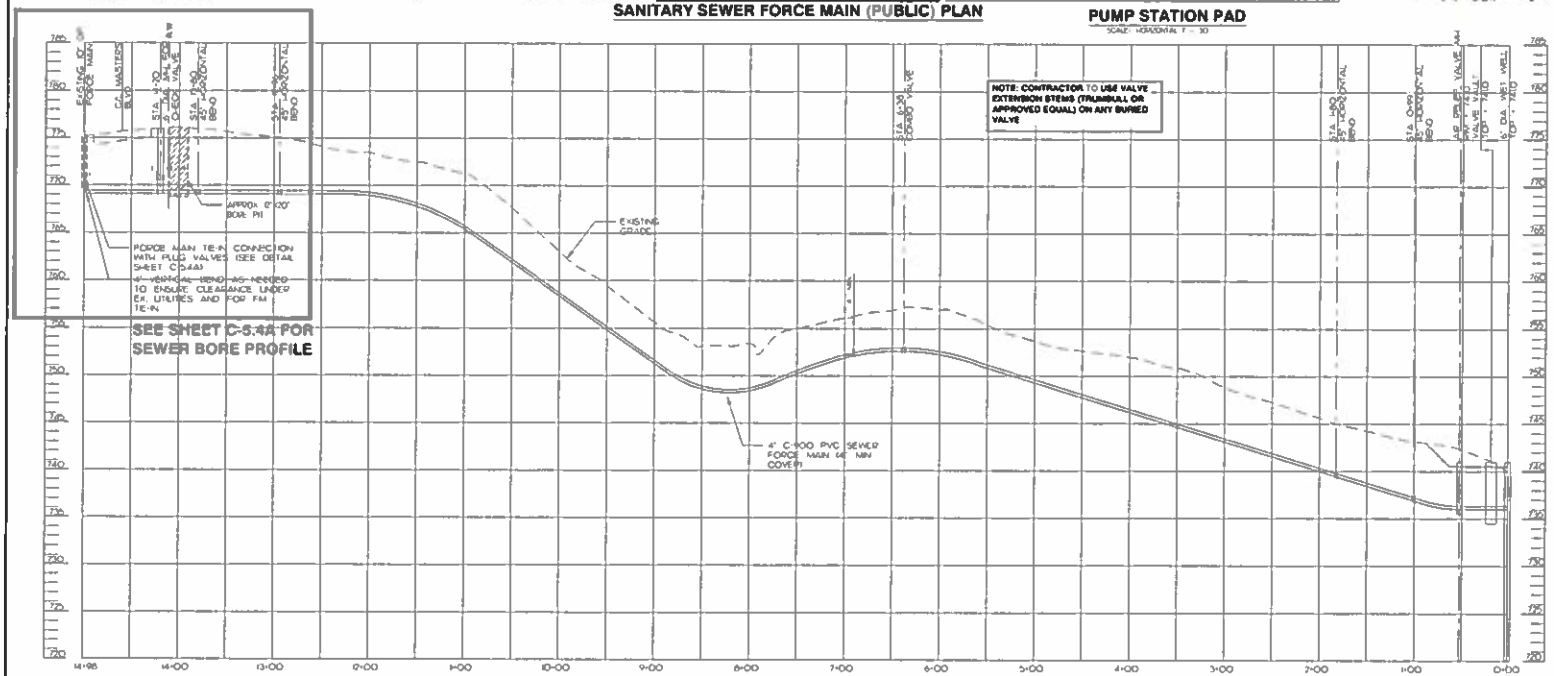
SHEET NUMBER:
C-5.3

COMMENTS:



SANITARY SEWER FORCE MAIN (PUBLIC) PLAN

PUMP STATION PAD
SCALE: HORIZONTAL 1" = 10'



SANITARY SEWER FORCE MAIN (PUBLIC) PROFILE
SCALE: HORIZONTAL 1" = 40'
VERTICAL 1" = 6'

PLANS PREPARED BY
CAMPBELL
ENGINEERING & ASSOCIATES, INC.
31 Bridwell Court
Greenville, SC 29615
ph: (864) 335-6097
Fax: (864) 335-6097

SEAL

SOUTH CAROLINA
REGISTERED
PROFESSIONAL
ENGINEER
KYLE CAMPBELL
32267

SOUTH CAROLINA
Campbell Engineering & Associates, Inc.
No. C03067
CERTIFICATE OF AUTHORIZATION

DISTRIBUTION FACILITY

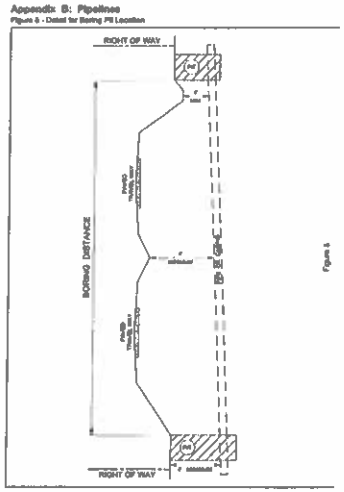
300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY

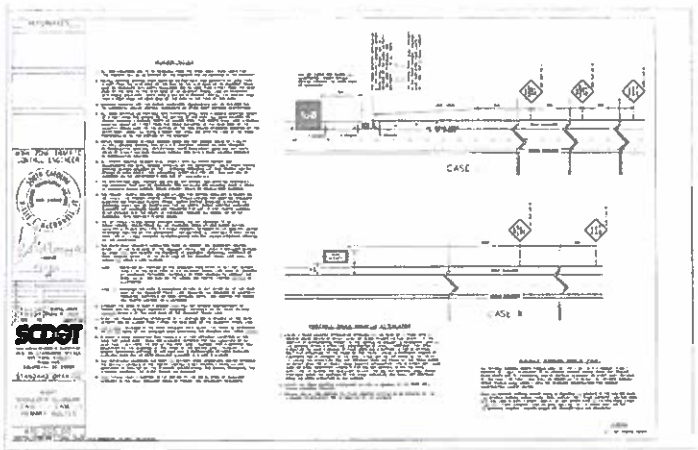
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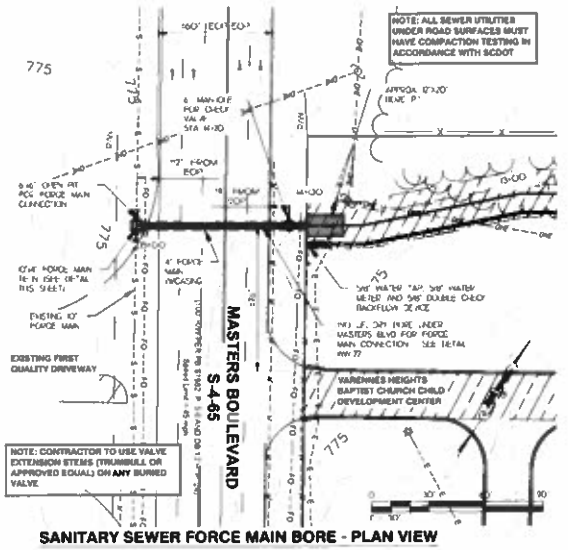
OWNER:
JD ANDERSON SC, LLC
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KANSAS CITY, MO 64111
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OFFICE: (816) 389-5712
CELL: (816) 881-1688

REVISIONS:
1 ISSUED FOR D+EC REVIEW 09/20/23

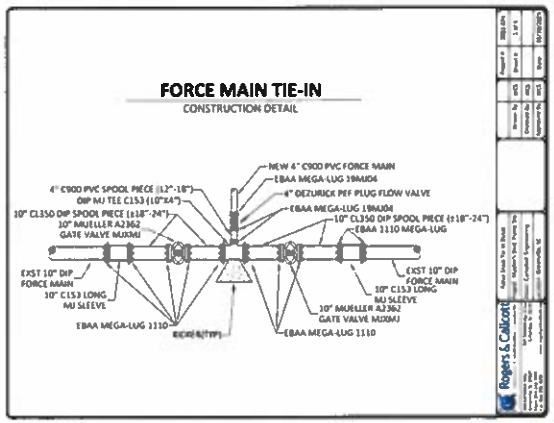
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DRAWING BY: FSE
DATE: 08/15/22
JOB NUMBER:
TITLE:
SANITARY SEWER FORCE MAIN (PUBLIC) & ACCESS
SHEET NUMBER:
C-5.4
COMMENTS:

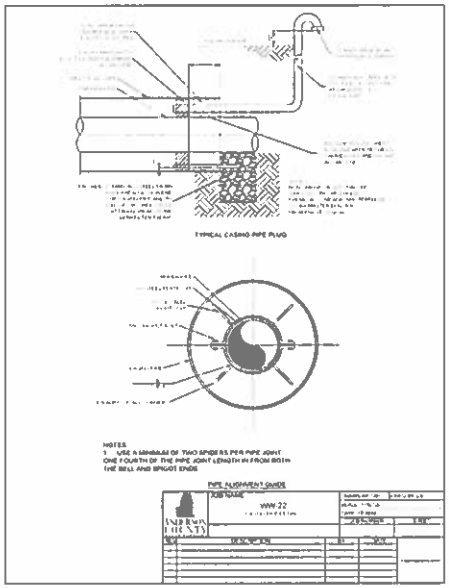


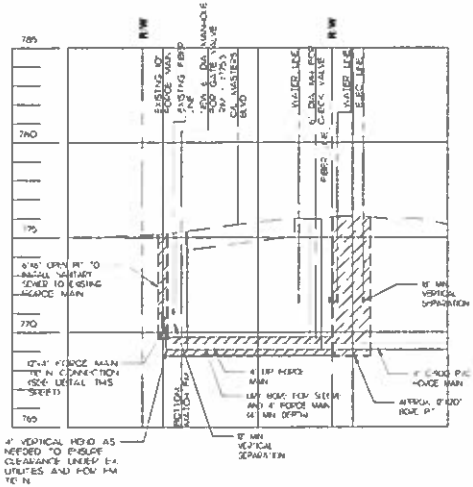




SANITARY SEWER FORCE MAIN BORE - PLAN VIEW







SANITARY SEWER FORCE MAIN BORE - PROFILE VIEW
SCALES: HORIZONTAL 1" = 10'
VERTICAL 1" = 3'

PLANS PREPARED BY
CAMPBELL
ENGINEERING & SURVEYING, INC.
Civil Engineering and Land Planning
Greenville, SC 29615
Phone: (864) 232-8080
Fax: (864) 232-8082

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 28121
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
Campbell Engineering & Surveying, Inc.
No. C03917
CERTIFICATE OF AUTHORIZATION

DISTRIBUTION FACILITY
300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY
TMS: 126-00-01-011-000

OWNER:
JD ANDERSON SC, LLC
4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 309-5712
CELL: (816) 591-1658

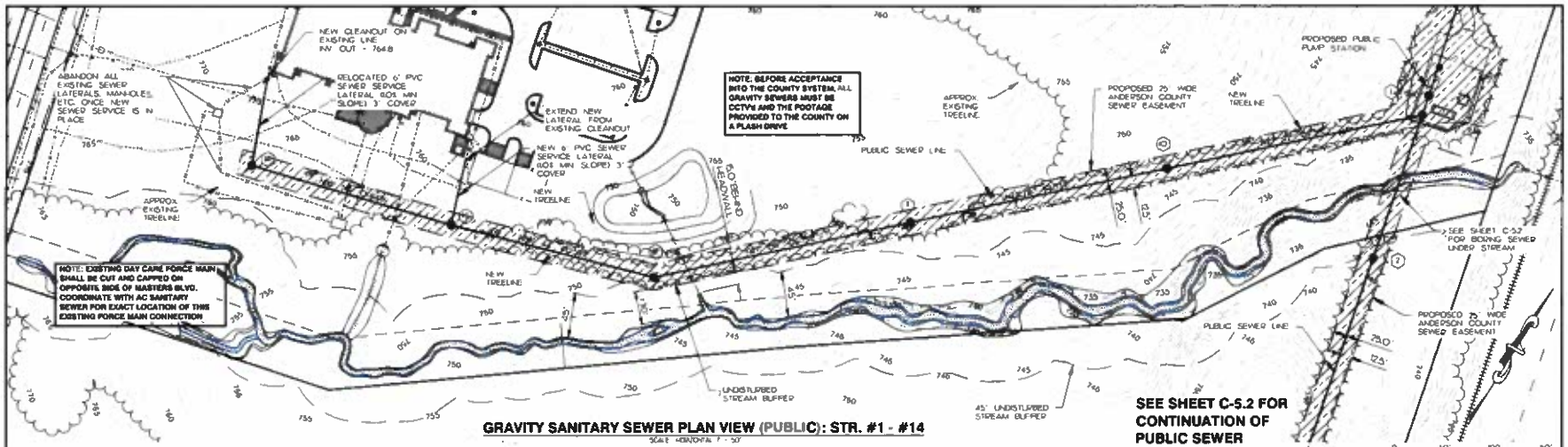
REVISIONS:
1 ISSUED FOR PERC REVIEW 09/30/22

CHECKED BY: TWC
DRAWING BY: FSE
DATE: 09/30/22
JOB NUMBER:

TITLE:
SAN. SEWER FORCE MAIN BORE - MASTERS BLVD

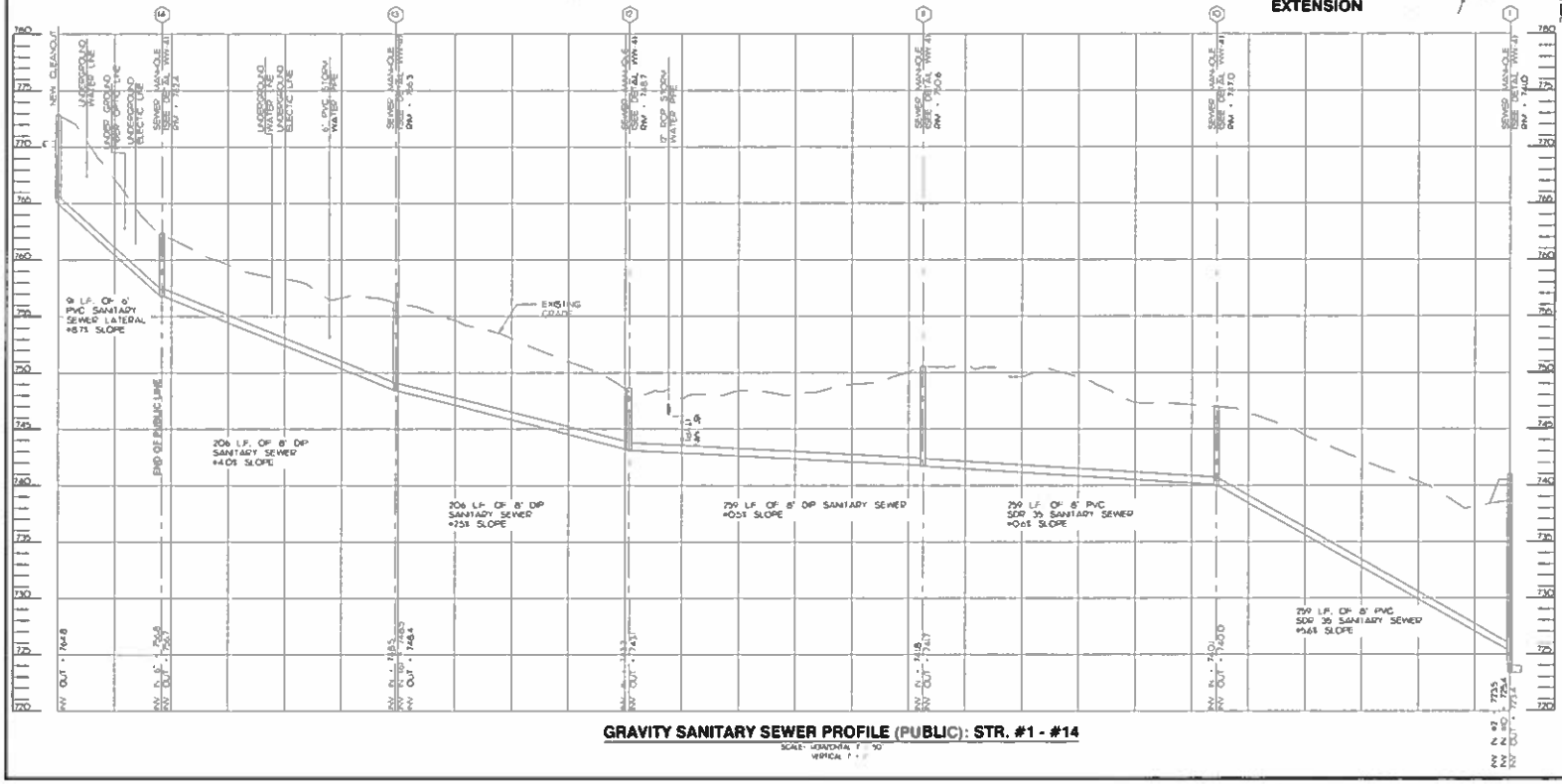
SHEET NUMBER:
C-5.4A

COMMENTS:



GRAVITY SANITARY SEWER PLAN VIEW (PUBLIC): STR. #1 - #14

SCALE: HORIZONTAL 1" = 50'



GRAVITY SANITARY SEWER PROFILE (PUBLIC): STR. #1 - #14

SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 5'

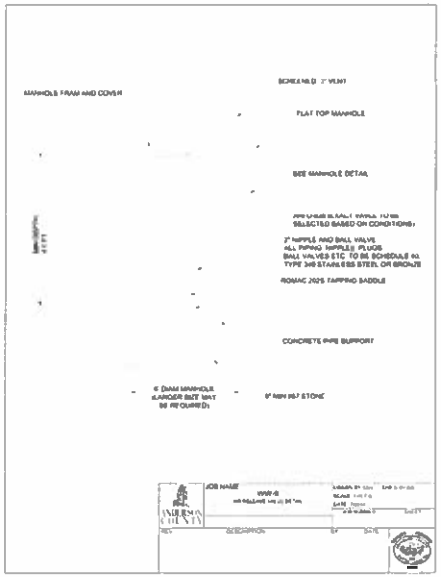
PLANS PREPARED BY:
CAMPBELL

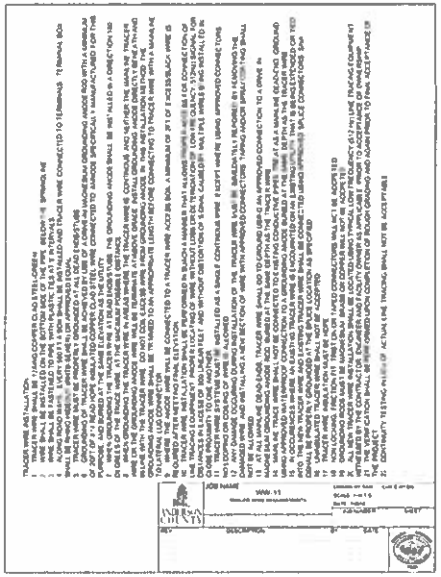
DISTRIBUTION FACILITY
300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY
TMS: 126-00-01-011-000

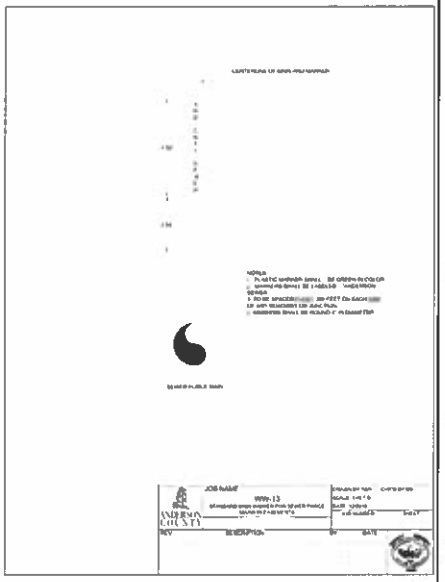
OWNER:
JD ANDERSON SC, LLC
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SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
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CELL: (816) 591-1658

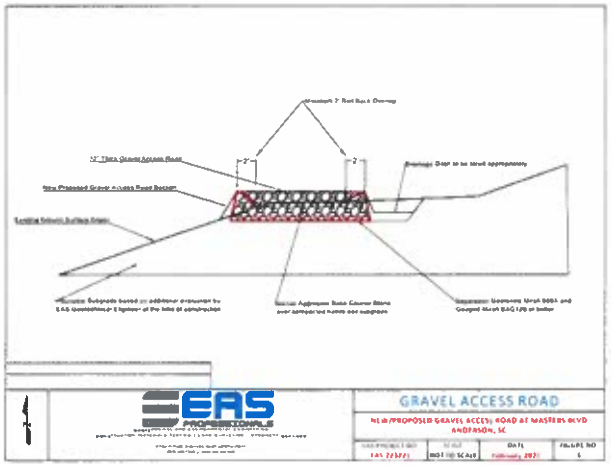
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1 ISSUED FOR D&EC REVIEW 09/20/23

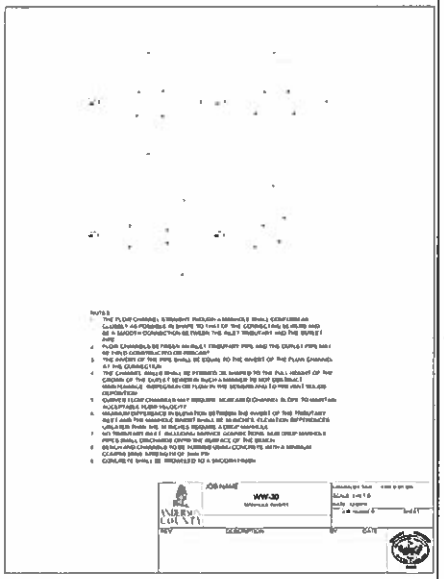
CHECKED BY: TWC
DRAWING BY: FSE
DATE: 09/6/22
JOB NUMBER:
TITLE:
SANITARY SEWER EXT. (PUBLIC), STR. #1 - #14
SHEET NUMBER:
C-5.5
COMMENTS:











CAMPBELL

ENGINEERING, a Division of S&ME, Inc.
Civil Engineering and Land Planning
31 Bulard Court
Greenville, SC 29611
Phone (864) 421-9999
Fax (864) 421-9991

SOUTH CAROLINA
Campbell Engineering & Professional, Inc.
Certificate of Authorization No. C03997

DISTRIBUTION FACILITY

300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY

TMS: 126-00-01-011-000

OWNER:
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4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 389-5712
CELL: (816) 591-1658

REVISIONS:

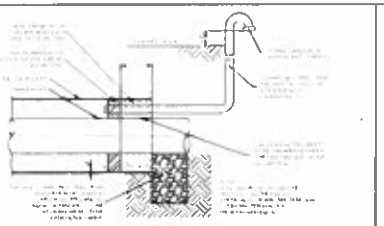
1	ISSUED FOR DRC REVIEW	09/08/23

C-CHECKED BY: TWC
DRAWING BY:
DATE: 09/08/23
JOB NUMBER:

TITLE:
SEWER DETAILS

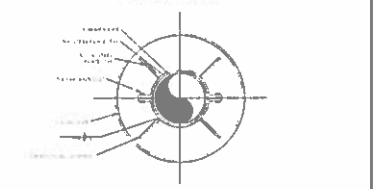
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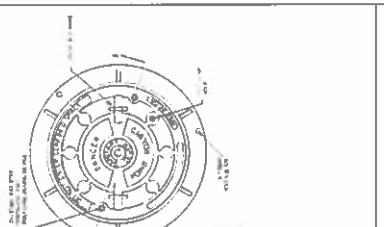
COMMENTS:



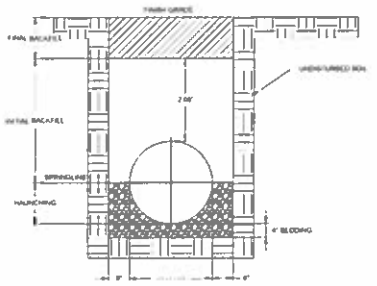
NOTES
1. USE A MINIMUM OF TWO SPIDERS PER PIPE JOINT ONE FOURTH OF THE PIPE JOINT LENGTH IN FROM BOTH THE BELL AND SPIGOT ENDS

PIPE ALIGNMENT GUIDE



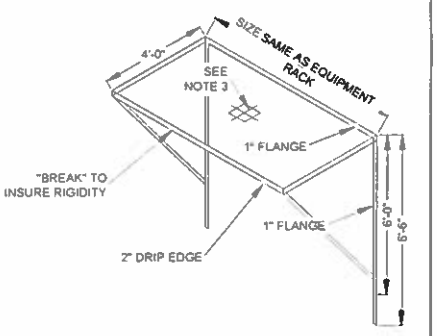


NOTES
1. SOLID COVER REQUIRED WHEN WATER TIGHT MANHOLE SPECIFIED

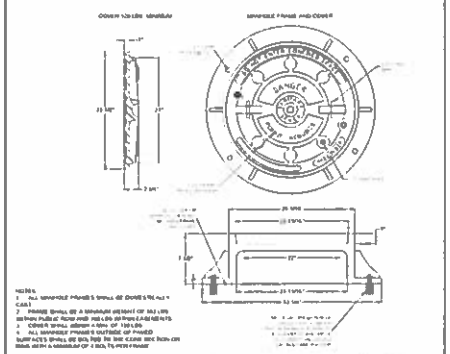


TYPICAL INSTALLATION SDR 35 GRAVITY PIPE

1. FOR TRENCHES REQUIRING SHORING AND BRACING, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SHORING AND BRACING
2. NO ROCKS OR BOULDERS 4" OR LARGER TO BE USED IN INITIAL BACKFILL
3. ALL BACKFILL MATERIAL SHALL BE SUITABLE NATIVE MATERIAL
4. BACKFILL SHALL BE TAMPED IN 8" LIFTS IN TRAFFIC AREAS AND 12" LIFTS IN NON TRAFFIC AREAS

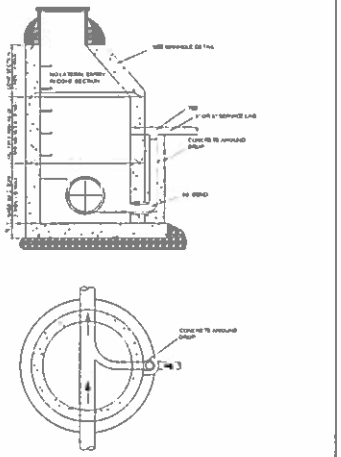


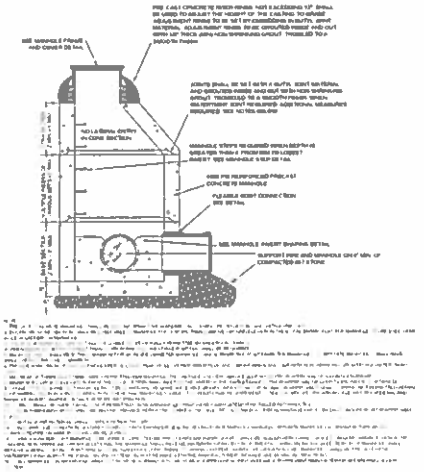
NOTES
1. HOOD TO 12 GA MILL FINISH ALUMINUM
2. HOOD SHALL BE SAME WIDTH AS ELECTRICAL EQUIPMENT RACK
3. PROVIDE MOUNTING TABS FOR WORK LIGHT BOX



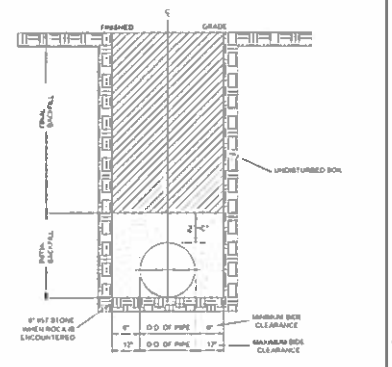
NOTES
1. ALL MANHOLE FRAMES SHALL BE DONE SIMULTANEOUSLY
2. FRAME SHALL BE A MINIMUM WEIGHT OF 362 LBS
3. COVER SHALL WEIGH A MIN OF 190 LBS
4. ALL MANHOLE FRAMES OUTSIDE OF PAVED SURFACES SHALL BE SOLID WITH THE COVER SECURED WITH A MINIMUM OF 2 BOLTS PER FRAME

TYPICAL MANHOLE





NOTE
1. PIPE INCHES REQUIRING SHORING AND BRACING DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SHORING AND BRACING
2. NO ROCKS OR BOULDERS 4" OR LARGER TO BE USED IN INITIAL BACKFILL
3. ALL BACKFILL MATERIAL SHALL BE SUITABLE NATIVE MATERIAL
4. BACKFILL SHALL BE TAMPED IN 8" LIFTS IN TRAFFIC AREAS, 12" IN NON TRAFFIC AREAS
5. ACHIEVE 98% COMPACTION IN NON TRAFFICS AREAS AND 95% COMPACTION IN TRAFFIC AREAS
6. 8" IN EASEMENT 4" TOPSOIL AND 12" CLEAN SELECT FILL MAY BE REQUIRED
7. NO BOULDERS 6" IN DIAMETER OR GREATER ALLOWED IN FINAL BACKFILL



6" #57 STONE WHEN ROCK IS ENCOUNTERED

PLANS PREPARED BY
CAMPBELL
ENGINEERING & ASSOCIATES, INC.
Civil Engineering and Land Planning

SOUTH CAROLINA
Campbell Engineering & Associates, Inc
No. E03897
CERTIFICATE OF AUTHORIZATION

DISTRIBUTION FACILITY

300 MASTERS BLVD
ANDERSON, SC 29626
ANDERSON COUNTY

TMS: 126-00-01-011-000

OWNER:
JD ANDERSON SC, LLC
4520 MADISON AVENUE
SUITE 100
KANSAS CITY, MO 64111
CONTACT: CAMERON COOPER
OFFICE: (816) 389-5712
CELL: (816) 691-1668

REVISIONS:
1. ISSUED FOR DHEC REVIEW — 04/30/23

CHECKED BY: TWC
DRAWING BY: RSE
DATE: 04/30/23
JOB NUMBER:

TITLE:
SEWER DETAILS

SHEET NUMBER:
C-5.7

COMMENTS:

EXHIBIT B
Budget

The following is the approved Budget for the Development Improvement Work:

1. Site Prep & Grading – $225,110.00
2. Lift Station & Force Main (including water line, concrete, and fencing) – $490,842.00
3. Gravity Sewer – $524,040.00
4. Asphalt Pavements – $18,848.00
5. Electrical – $182,578.00
6. General Conditions – $82,768.00
7. Overhead & Profit – $63,310.00

Total Budget – $1,587,496.00

EXHIBIT C
Schedule

The following are the anticipated durations for the major activities comprising the Development Improvement Work for the lift station and offsite sanitary sewer. The durations are expressed in working days, and the activities are expected to overlap.

1. Clearing & Earthwork – fifteen (15) working days
2. Lift Station & Force Main – sixty (60) working days
3. Offsite Sanitary Sewer – ninety (90) working days

The total anticipated construction duration for the Development Improvement Work is four (4) months from commencement of construction, subject to Delays. The Target Completion Date shall be the date that is four (4) months after the commencement of construction, as such date may be extended for Delays.

ORDINANCE NO. 2026-055

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A NEW SECTION REGARDING VESTED RIGHTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, the State of South Carolina has created a Vested Rights Act, which is found in South Carolina Code Section 6-29-1510 *et seq*; and

WHEREAS, Anderson County desires to codify the Vested Rights Act in the Code of Ordinances, Anderson County, South Carolina; and

WHEREAS, Anderson County desires to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended to add a new article to Chapter 24, which article reads as shown on Exhibit A as attached hereto.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

ATTEST: **FOR ANDERSON COUNTY:**

Rusty Burns _____ Tommy Dunn, District #5, Chairman
Anderson County Administrator

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

Article VIII – Vested Rights

Sec. 24-1160. Definitions.

As used in this article:

(1) "Approved" or "approval" means a final action by the local governing body or an exhaustion of all administrative remedies that results in the authorization of a site specific development plan or a phased development plan.

(2) "Landowner" means an owner of a legal or equitable interest in real property including the heirs, devisees, successors, assigns, and personal representatives of the owner. "Landowner" may include a person holding a valid option to purchase real property pursuant to a contract with the owner to act as his agent or representative for purposes of submitting a proposed site specific development plan or a phased development plan pursuant to this article.

(3) "Local governing body" means: (a) the governing body of a county or municipality, or (b) a county or municipal body authorized by statute or by the governing body of the county or municipality to make land-use decisions.

(4) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any legal entity as defined by South Carolina laws.

(5) "Phased development plan" means a development plan submitted to a local governing body by a landowner that shows the types and density or intensity of uses for a specific property or properties to be developed in phases, but which do not satisfy the requirements for a site specific development plan.

(6) "Real property" or "property" means all real property that is subject to the land use and development ordinances or regulations of a local governing body, and includes the earth, water, and air, above, below, or on the surface, and includes improvements or structures customarily regarded as a part of real property.

(7) "Site specific development plan" means a development plan submitted to a local governing body by a landowner describing with reasonable certainty the types and density or intensity of uses for a specific property or properties. The plan may be in the form of, but is not limited to, the following plans or approvals: planned unit development; subdivision

DRAFT

plat; preliminary or general development plan; variance; conditional use or special use permit plan; conditional or special use district zoning plan; or other land-use approval designations as are used by a county or municipality.

(8) "Vested right" means the right to undertake and complete the development of property under the terms and conditions of a site specific development plan or a phased development plan as provided in this article and in the local land development ordinances or regulations adopted pursuant to this chapter.

Sec. 24-1161. Vested right attaches to real property; applicability of laws relating to public health, safety and welfare.

A vested right pursuant to this section is not a personal right, but attaches to and runs with the applicable real property. The landowner and all successors to the landowner who secure a vested right pursuant to this article may rely upon and exercise the vested right for its duration subject to applicable federal, state, and local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structure and use regulations which do not provide for the grandfathering of the vested right. This article does not preclude judicial determination that a vested right exists pursuant to other statutory provisions. This article does not affect the provisions of a development agreement executed pursuant to the South Carolina Local Government Development Agreement Act in Chapter 31 of Title 6.

Sec. 24-1162. Establishing vested right; significant affirmative government acts.

(A) A landowner has a vested right to proceed in accordance with an approved site specific development plan for a period of two years from the approval. The landowner of real property with a vested right may apply at the end of the vesting period to the local governing body for an annual extension of the vested right. The local governing body must approve applications for at least five annual extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval. For purposes of this section, the landowner's rights are considered vested in the types of land use and density or intensity of uses defined in the development plan and the vesting is not affected by later amendment to a zoning ordinance or land-use or development regulation if the landowner:

(1) obtains, or is the beneficiary of, a significant affirmative government act that remains in effect allowing development of a specific project;

DRAFT

(2) relies in good faith on the significant affirmative government act; and

(3) incurs significant obligations and expenses in diligent pursuit of the specific project in reliance on the significant affirmative government act.

(B) For the purposes of this section, the following are significant affirmative governmental acts allowing development of a specific project:

(1) the local governing body has accepted exactions or issued conditions that specify a use related to a zoning amendment;

(2) the local governing body has approved an application for a rezoning for a specific use;

(3) the local governing body has approved an application for a density or intensity of use;

(4) the local governing body or board of appeals has granted a special exception or use permit with conditions;

(5) the local governing body has approved a variance;

(6) the local governing body or its designated agent has approved a preliminary subdivision plat, site plan, or plan of phased development for the landowner's property and the applicant diligently pursues approval of the final plat or plan within a reasonable period of time under the circumstances; or

(7) the local governing body or its designated agent has approved a final subdivision plat, site plan, or plan of phased development for the landowner's property.

DRAFT

ORDINANCE NO. 2026-061

AN ORDINANCE TO AMEND CHAPTER 34 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD NEW SECTIONS REGARDING CAMPING AND BOAT LANDINGS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, it is necessary to protect the health and safety of those that camp in Anderson County, as well as the public and private property of Anderson County, from the destruction that accompanies camping; and

WHEREAS, Anderson County Council desires to maintain and regulate Anderson County public boat landings in such a manner that will foster the purpose thereof and permit the greatest public use and enjoyment; and

WHEREAS, Anderson County desires to amend the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new articles to Chapter 34, which articles read as shown on Exhibit A as attached hereto.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

_____
Tommy Dunn, District #5, Chairman

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

ARTICLE III. - CAMPING

Sec. 34-30. - Purpose.

It is necessary to protect the health and safety of those that camp in Anderson County, as well as the public and private property of Anderson County, from the destruction that accompanies camping. It is also in the best interest of Anderson County that the degradation of public and private lands is prevented and that such lands are utilized for their intended purposes. The enaction of the ordinance from which this article is derived is intended to impose reasonable regulations on camping in Anderson County in furtherance of these purposes.

Sec. 34-31. - Definitions.

As used in this article the following terms shall have the definition below provided:

Camping means residing in or using any public or private property for one or more nights for living accommodation purposes, such as sleeping activities or making preparations to sleep (including, but not limited to, the laying down of bedding for the purpose of sleeping), storing personal belongings (including, but not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), making any fire, using any tents, regularly cooking meals, or living in a parked vehicle. These activities constitute camping when it reasonably appears, considering all circumstances, that a person is using public or private property as a living accommodation for one or more nights, with intent to camp.

Sec. 34-32. - Camping on public property prohibited.

Except as may be permitted within parks by Anderson County, it is unlawful to camp upon any public property owned or maintained by Anderson County, South Carolina including without limitation, streets, easements, parks, dump sites, creek beds, parking lots, or corporation yards. No person shall set up tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of overnight camping, nor shall any person leave in any such place any movable structure or special vehicle to be used or that could be used for such aforementioned purpose, to include, but not limited to, a house trailer, tent, automobile, or the like.

Sec. 34-33. - Camping on private property prohibited; exceptions.

(a) Except as otherwise provided in this section, it is unlawful to camp or squat upon private property within Anderson County, South Carolina. No person shall set up tents, shacks, campers, or any other temporary or permanent shelter for the purpose of overnight

camping, nor shall any person leave upon any private property any moving structure or special vehicle to be used or that could be used for such purpose, to include, but not limited to, a house trailer, tent, automobile, or the like.

(b) Exceptions: The prohibition set forth in this section shall not apply to:

(1) Persons camping on their own land, persons camping with the owner of the land, or to persons camping with the written consent of the owner of the land provided that such written consent is in their possession at the time and is shown upon demand of any peace officer, Anderson County Sheriffs Office deputy, Anderson County code enforcement officer, and provided that all other Anderson County zoning ordinances and South Carolina laws and regulations are met; or

(2) Persons lawfully camping within campgrounds or trailer parks specifically designated or approved for such purpose pursuant to Anderson County zoning ordinances.

Sec. 34-34. - Penalties.

Any person violating such provisions of sections of this article shall be guilty of a misdemeanor and shall be subject to a fine not exceeding $500.00 and imprisonment not exceeding 30 days. Court costs are not included in any fine imposed by the court.

ARTICLE IV. - PUBLIC BOAT LANDINGS

Sec. 34-40. - Definitions.

As used in this article, the following terms shall have the definition below provided:

Boat.landing means a structure installed on the bed and bank of a navigable waterway for the purpose of launching and landing watercraft. For purposes of this section, that also includes associated recreational areas adjacent to boat landings including parks, swimming areas, or natural areas.

Camping means erecting a tent or shelter or arranging bedding, or both, or parking a recreation vehicle or other vehicle for the purpose of remaining overnight or to use as a temporary or permanent dwelling or lodging accommodation.

Consuming.means ingestion of alcoholic beverages or the possession of any alcoholic beverages in any type of drinking container or in any bottle, can or other container upon which the seal, cork or cap has been opened.

Sec. 34-41. - Purpose.

(a) Findings.of.fact¡ There are presently public boat landings situated in Anderson County, South Carolina. These boat landings are owned and/or maintained by the county or by the

state of South Carolina. Due to the increase of population in South Carolina and Anderson County, there is naturally an increase in the popularity of boating and the increase in the use of the public boat landings by the public. This increase in use has resulted in overcrowding, increased littering, public intoxication, underage drinking, loitering, inadequate parking facilities, an increase in the hazards of using the boat landing, and the general interference with the use of the boat landings for the purpose for which they are intended.

(b) Purpose.of.boat.landings. Anderson County public boat landings exist for the launching and retrieval of watercraft, parking of the vehicles used to transport the watercraft to and from the boat landing, and to support other recreational activities including, but not limited to, fishing from the shoreline/dock, walking, and wildlife viewing.

(c) Intent¡ It is Anderson County Council's intent to impose reasonable regulations on the use of the public boat landings located within Anderson County, to proscribe activities, and to provide penalties for the violation of this section to effectively enforce the same. Anderson County Council desires to maintain and regulate Anderson County public boat landings in such a manner that will foster the purpose thereof and permit the greatest public use and enjoyment.

Sec. 34-42. - Penalties.

(a) Unless otherwise set forth herein, any person violating any section of this article shall, upon conviction, be guilty of a misdemeanor and shall be subject to a fine not exceeding $500.00 and imprisonment not exceeding 30 days.

(b) Each day any violation of this article continues shall constitute a separate offense.

Sec. 34-43. - Enforcement.

The Anderson County Sheriff’s Office and Anderson County Code Enforcement shall have authority to enforce the ordinance codified herein and upon observation of or receipt of reliable information concerning any condition or occurrence constituting a violation thereof, may enforce this article through issuance of a uniform traffic ticket, warrant, or by any other lawful process.

Sec. 34-44. - Prohibited activities.

The following activities are prohibited at all public boat landings located in Anderson County:

(1) Blocking or obstructing any public pier, dock, wharf, or boat launching ramp, or in the case of the launch or retrieval of watercraft, blocking or obstructing any public pier, dock,

wharf, or boat launching ramp for a period longer than is necessary to launch or retrieve a watercraft;

(2) Consuming alcohol, illegal drugs, or legal prescription drugs in an illegal way;

(3) The discharge of any firearm except: a. Lawful self-defense or b. Law enforcement or members of the armed forces while engaged in official duties;

(4) Setting off fireworks;

(5) Loitering;

(6) Disorderly conduct;

(7) Loud music;

(8) Grilling with an open flame;

(9) Building any fire in any place other than those specifically designated for such purpose;

(10) Using landings for social or community events without proper permitting;

(11) Advertising for, or transacting in, any commercial, retail, or wholesale of any goods or services without approval ore permit;

(12) Advertising any unattended boat, vehicle, or trailer for sale;

(13) Loading or unloading of any cargo or passengers for hire or compensation;

(14) Operating all-terrain vehicles/off-road vehicles;

(15) Swimming within 50 feet of any public pier, boat ramp, dock or water access area located in Anderson County;

(16) Fishing from the boat-launching area while boats are being launched or retrieved;

(17) Water skiing, jet skiing, or wind surfing within 50 feet of any boat landing;

(18) Destroying, defacing, disturbing, or removing any Anderson County or State of South Carolina agency sign, structure, or equipment; and

(19) Littering.

Upon conviction, anyone found guilty of littering shall be subject to a fine and/or imprisonment not exceeding the fines and/or imprisonment as set forth in S.C. Code 1976, § 16-11-700.

Sec. 34-45. - Prohibited parking.

The following parking is prohibited at all public boat landings located in Anderson County:

(1) Parking in any area where notice is posted prohibiting such parking;

(2) Parking a vehicle for more than 24 consecutive hours;

(3) Parking a vehicle overnight unless the vehicle is used to launch and retrieve a boat in the water or the operator is actively fishing in an approved location;

(4) Parking anything other than a boat trailer in an area designated for boat trailers;

(5) Parking in such a way that obstructs the normal flow of the parking lot and/or boat landing, or that would restrict emergency vehicle ingress or egress to the boat landing; and

(6) Parking unregistered vehicles or vessels.

Sec. 34-46. - Unattended and abandoned watercrafts and vehicles.

(a) Any watercraft, vessel, vehicle, or other object left unattended which obstructs any public piers, dock, wharfs, or boat launching ramp, or access thereto, may be removed entirely at the risk and expense of the owner.

(b) Any watercraft, vessel, or vehicle that has been left unattended at a public boat landing for more than 48 hours may be deemed abandoned and may be removed at the cost of the owner.

Sec. 34-47. - Additional ordinance provisions.

(a) The omission of any specific requirement or provision from this chapter shall not be interpreted as permitting any variation from the general meaning and intent of the ordinance codified herein as commonly inferred or interpreted and should occasion arise as to such intent or meaning, the interpretation of the governing authorities shall hold.

(b) Should any section or provision of this chapter be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the article as a whole, or any part thereof, other than the part so held to be unconstitutional or invalid.

(c) Whenever any requirements of this article are in conflict with the provisions of any other legally adopted rules or regulations, the most restrictive law or requirement shall govern.

(d) The provisions of this article are in addition to, and not in lieu of, any other enforcement provision or process permitted by law.

Sec. 34-48. - Penalty.

Any person violating or failing to comply with any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than $500.00 or imprisoned for not more than 30 days for each such violation. Each day of noncompliance with the provisions of this chapter shall constitute a separate offense.

ORDINANCE NO. 2026-059

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT PATRIOT, 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 special source revenue 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 [_____], 202[__] (the ***"Inducement Agreement"***) with a company identified for the time being as "Project Patriot" (the ***"Company"***), with respect to the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an expected investment of approximately $100,000,000, in the aggregate, in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the ***"Fee Agreement"***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company and any Sponsor Affiliates (as such term is defined in the Fee Agreement) with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Company and any Sponsor Affiliates against their payments of fees-in-lieu-of taxes, whether made pursuant to the FILOT Act

or the Multi-County Park Act, 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 document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by 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 adequately 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 industrial park established by the MCIP Agreement (as defined in the Fee Agreement) from the Project through FILOT payments to be retained by the County (***"Net Park Fees"***) shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

Capitalized terms not defined in this Section 3 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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.

[signature page follows]

ENACTED in meeting duly assembled this [___] day of [_____], 202[__].

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, Anderson County Attorney

First Reading: [_____], 202[__]
Second Reading: [_____], 202[__]
Third Reading: [_____], 202[__]
Public Hearing: [_____], 202[__]

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 approval, by the County Council at its meetings of [_____], 202[__], [_____], 202[__], and [_____], 202[__], at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 202[__]

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT PATRIOT]

Dated as of [_____], 202[_]

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

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

Company Name:	[Project Patriot]	**Project Name:**	Project Patriot
Location (street):	[_____]	**Tax Map No.:**	[_____]
1. FILOT			
Required Investment:	$100,000,000	Required Jobs:	1
Investment Period:	5 years	Ordinance No./Date:	No. [____] [_____], 2026
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	363.25 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	FILOT terminated retroactively and prospectively if the FILOT Act Minimum Investment Requirement is not met by the end of the Standard Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between Greenville County, South Carolina and Anderson County, South Carolina		
3. SSRC			
Total Amount:	Variable		
No. of Years	Each year during the Exemption Period.		
Yearly Increments:	Variable Special Source Credit Amount; Additional Single Year SSRC		
Clawback information:	Not applicable; provided, however, if the Company fails to meet the Contract Minimum Investment Requirement and the Contract Minimum Job Requirement by the end of the Standard Investment Period, the Special Source Credits shall be adjusted as set forth herein.		
4. Other information	N/A		

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 [_____], 202[_] 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 a company identified for the time being as **[PROJECT PATRIOT]**, a limited liability company organized and existing under the laws of the State of North 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 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 development, installation, and/or operation of a new battery energy storage facility, at one or more locations in the County (as such term is further defined herein, the "***Project***").

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(I)(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 [_____], 202[_], the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project, to the extent eligible under the FILOT Act, as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the

Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

"Abandonment" shall mean the failure of the Company to maintain a Substantial Energy Storage Agreement for a period of one (1) year after the Project has been placed in service, provided that none of the following conditions are true: (i) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs to regain a Substantial Energy Storage Agreement; (ii) the Company has commenced retrofitting, repowering, augmenting, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment in preparation for obtaining a Substantial Energy Storage Agreement; or (iii) the Company is using commercially reasonable efforts to diligently obtain a new Substantial Energy Storage Agreement following the expiration or termination of a previous Substantial Energy Storage Agreement.

"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 directly or indirectly owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is directly or indirectly 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 earlier of (i) the last day of the property tax year during which the Project or the first Phase thereof is placed in service and (ii) the last day of the property tax year which is three (3) years from the end of the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean [Project Patriot], a limited liability company organized and existing under the laws of the State of North Carolina, and a company previously identified as Project Patriot, 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 $100,000,000, in the aggregate, in Project subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) within the Standard Investment Period.

"Contract Minimum Job Requirement" shall mean the creation of at least one (1) full-time job by, or at the direction of, the Company in connection with the Project.

"Cost to Decommission" shall mean an amount equal to Gross Decommissioning Costs, minus Total Salvage Value.

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

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

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

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

"County Council" shall mean Anderson County Council, the governing body of the County.

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

"Credit Eligible Entity" or "Credit Eligible Entities" shall have the meaning set forth for such terms in Section 4.02(a) hereof.

"Decommission" or ***"Decommissioning"*** shall mean the removal and proper disposal (including reuse and/or recycling) of all Equipment comprising the Project, stabilization and rehabilitation of the Land, and the restoration of the Land to a condition substantially similar to its original state.

"Decommissioning Security" shall have the meaning ascribed to such term in Section 5.15 hereof.

"Defaulting Entity" shall have the meaning set forth for such term in Section 6.02(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 components of the Project pursuant to Section 4.05 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, with the exception of the Land and Replacement Property, are placed in service within the Investment Period, and are otherwise 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

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

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

"FILOT" or ***"FILOT Payments"*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein, whether pursuant to the FILOT Act and the MCIP Act, collectively, or pursuant to the MCIP Act, singularly.

"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 and any Sponsor Affiliates, individually, as the case may be, or, alternatively, of at least $5,000,000 by the Company and any Sponsor Affiliates, in the aggregate, in Economic Development Property.

"Final Output" shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period, the final energy storage capacity of the Project, as reported to the County pursuant to Section 4.02(c) hereof, measured in megawatts of AC power at the point of grid interconnection, to the hundredth decimal point.

"Flat Payment Amount" shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period, the dollar amount derived by (i) multiplying the Final Output, (ii) by the Output Multiplier. In no case, upon the initial Project property being placed in service, shall the Flat Payment Amount be less than the Minimum Fee Amount.

"Force Majeure" shall mean: strikes; accidents; freight embargoes; inability to obtain materials; wind, fire, floods, hail, earthquakes, explosions or other natural disasters; conditions arising from government orders, war, or national emergency; acts of God; and, any other event, similar or dissimilar, beyond the reasonable control of the Company or any Sponsor Affiliate.

"Future Land Development Regulations" shall have the meaning ascribed to such term in Section 5.14 hereof.

"Gross Decommissioning Costs" shall mean all costs associated with the Decommission of the Project; provided, however, the term "Gross Decommissioning Costs" shall not include the following: (i) re-grading the Land beyond the removal of any access roads; (ii) replanting of trees and crops removed by the Project; and (iii) the cost of removing any equipment, fixtures or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected.

"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 initially be equal to, the Standard Investment Period; provided, however, the Investment Period is subject to automatic extension pursuant to Section 3.01(a) hereof and Section 12-44-30(13) of the FILOT Act.

"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 Anderson 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.

"***Milestone Project Payment"*** shall have the meaning set forth in Section 4.01(c) hereof.

"Minimum Fee Amount" shall mean $450,000.00.

"Net Park Fees" shall have the meaning set forth in Section 4.03 hereof.

"Output Multiplier" shall mean $4,500.00 per megawatt of AC power; provided, however, in the event that the Contract Minimum Investment Requirement and the Contract Minimum Job Requirement are not satisfied by the end of the Standard Investment Period, such value shall be automatically adjusted to $5,500 per megawatt of AC power, prospectively, for purposes 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 now or hereafter located on or about the Land 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, together with any Replacement Property and any other investment in Equipment and Improvements placed in service during the term of this Fee Agreement. 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, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) 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.

"Site Plan" shall mean the site plan attached hereto as Exhibit D and incorporated herein by reference.

"Special Source 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. As of the date of the original execution and delivery of this Fee Agreement, the only Sponsor Affiliates are [_____].

"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.

"Substantial Energy Storage Agreement" shall mean any binding agreement governing the storage and dispatch of electricity by the Project to supply electricity, capacity, and ancillary services, if applicable, to the power grid, applicable utility, or large-load customer.

"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.

"Total Salvage Value" shall mean the actual salvage value for all equipment, fixtures, and other tangible personal property, together with any and all Equipment comprising the Project, utilizing current U.S. salvage exchange rates.

"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.

"Variable SSRC Amount" shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period (i.e., tax year 2030 corresponds to the property tax year ending December 31, 2029), the aggregate dollar amount of the Special Source Credits provided by the County to the Credit Eligible Entities, which such amount shall be equal to the amount, if any, by which the aggregate FILOT Payment due from all Credit Eligible Entities with respect to such tax year exceeds the Flat Payment Amount.

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, FILOT Payments, as the case may be, by the Company or such Sponsor Affiliate.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company or any Sponsor Affiliate 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 363.25 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, 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 North 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 primarily for battery energy storage, and other related activities, 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 Standard Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20[__]. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be automatically extended to include the Extended Investment Period.

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

(c) The Company may add to the Land such real property, located in the same taxing district in the County as the original Land, as the Company, in its discretion, deems useful or desirable. 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 term of this Fee Agreement.

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make FILOT Payments 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 FILOT 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 FILOT Payments 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 FILOT Payments 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 and Improvements 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.

Step 3: Use a fixed millage rate of 363.25 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 due pursuant to the FILOT Act 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 effect 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, the FILOT under the FILOT Act shall terminate, and the Company and any Sponsor Affiliates shall prospectively pay the County FILOT Payments pursuant

to the MCIP Act with respect to Project property, as the case may be, from the date of termination, but with appropriate reductions (i) equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates and (ii) for the Special Source Credits due hereunder.

(c) The Fee Agreement shall provide that, in exchange for receipt of the Special Source Credits arrangement set forth in Section 2.5 hereof, and in addition to the investment commitments made by the Company with respect to the Project, the Company has agreed to make, on behalf of itself and any Sponsor Affiliates, milestone Project payments (each, an "Milestone Project Payment") to the County with respect to the Project as follows:

(i) No later than January 15, 2027, the Company shall pay the County a Milestone Project Payment equal to $20,000; and

(ii) Within 30 days following the Company's execution of a definitive agreement as awarded through the 2026 Duke Energy South Carolina Battery Resource Procurement process (i.e., the 2026 Duke RFP), the Company shall pay the County a Milestone Project Payment equal to $35,000; and

(iii) Within 30 days following the Company's execution of a Large Generator Interconnection Agreement (LGIA), the Company shall pay the County a Milestone Project Payment equal to $75,000.

(iv) Within 30 days following the commencement of Project construction, as defined by the delivery of the battery storage cabinets comprising all or a portion of the Equipment to the Land, the Company shall pay the County a Milestone Project Payment equal to $100,000.

(v) In the event that a FILOT Payment, in accordance with Sections 4.01 and 4.02 hereof, is not due with respect to the Project on or about, or before, January 15, 2032, the Company shall pay the County a Milestone Project Payment equal to $450,000 no later than January 15, 2032.

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 and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure, the Company and each Sponsor Affiliate (each, a "***Credit Eligible Entity***", and collectively, the "***Credit Eligible Entities***") shall be entitled to receive, and the County agrees to provide annual aggregate Special Source Credits against each FILOT Payment due from each Credit Eligible Entity for each tax year corresponding to each property tax year during the Exemption Period (i.e., tax year 2030 corresponds to the property tax year ending December 31, 2029) with respect to the Project, in an annual aggregate amount equal to the Variable SSRC Amount; provided that (1) the aggregate annual Special Source Credits to which the Credit Eligible Entities are entitled for a tax year shall be (a) applied initially against any FILOT Payments due for such tax year from any Sponsor Affiliates, and then secondarily and residually against any FILOT Payment due for such tax year from the Company, and (b) calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and (2) in the event the aggregate FILOT Payment due from all Credit Eligible Entities for any applicable tax year corresponding to a property tax year during the Exemption Period is equal to or less than the Minimum Fee Amount, then no Special Source Credits shall be provided to the Credit Eligible Entities for such tax year.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall any Credit Eligible Entity be entitled to claim or receive any abatement of *ad valorem* taxes or FILOT Payment due pursuant to the MCIP Act 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 and any Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time. In connection with its receipt of the Special Source Credits set forth in Section 4.02(a) hereof, the Company shall be responsible for making written annual certification as to (i) compliance with the provisions of the preceding sentence and (ii) Final Output through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against any FILOT 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 FILOT Payment due on such personal property for the year in which such 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 each Credit Eligible Entity 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 such Credit Eligible Entity 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 MCIP Revenue Distribution

Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in this Fee Agreement) from the Project through FILOT payments to be retained by the County (***"Net Park Fees"***) shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

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

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

Capitalized terms not defined in this Section 4.02 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 4.04 Failure to Achieve Contract 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 theretofore result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the sum of the amount of FILOT Payments the Company and such Sponsor Affiliates have theretofore made with respect to the Economic Development Property (after taking into account any Special Source Credits theretofore received) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120^{th}) day following the last day of the Standard Investment Period.

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

Section 4.05 Removal of Project Components

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 components constitute Economic Development Property, shall no longer be subject to the FILOT under the FILOT Act set forth in this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the FILOT under the FILOT Act. If it is removed from the FILOT under the FILOT Act, it is subject to *ad valorem* property taxes or FILOT Payments pursuant to the MCIP Act, as the case may be, to the extent such removed property remains in the State and is otherwise subject to *ad valorem* property taxes or FILOT Payments pursuant to the MCIP Act, as the case may be.

Section 4.06 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 FILOT Payments 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 this Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) That portion of the Replacement Property in excess of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year and 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 set forth in Section 4.01 hereof.

Section 4.07 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 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 hereof, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes or FILOT Payments pursuant to the MCIP Act, as the case may be, thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that the 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" shall have the same definition as Abandonment in Section 1.01 hereof. 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.

The Company shall notify the County within thirty (30) calendar days of either: a) the expiration of the Substantial Energy Storage Agreement's term; or b) the earlier termination of any active Substantial Energy Storage Agreement.

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 at least 5 business days' prior written notice to the Company, 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, with respect to the Project. 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 with respect to the Project 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 with respect to the Project 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 and Special Source Credit benefits afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and may be

evidenced by a resolution adopted by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

The County acknowledges that, notwithstanding any of the terms of this Section or this Fee Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties hereto understand that: (i) the County has incurred, or will incur, legal fees and other expenses in connection with the original execution and delivery of this Fee Agreement, the MCIP Agreement, and all resolutions, ordinances, and other documentation related thereto, and that the Company's obligation to reimburse the County for such legal fees and other expenses, as set forth herein, shall be in the amount of $6,000; and, (ii) in no event shall the Company or any Sponsor Affiliate be prospectively obligated to reimburse the County for Administration Expenses in excess of $1,500, in the aggregate, in any year during the term of this Fee Agreement.

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, compounded monthly, to accrue from the date on which the payment was due 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, provided that delivery of the joinder agreement described above shall satisfy such notice requirement.

Section 5.14 Future Land Development Regulations

In the event that, following the date of the original execution and delivery of this Fee Agreement, the County determines to enact any ordinances and/or regulations for the regulation of any aspect of development, including, without limitation, any zoning, rezoning, subdivision, or sign regulations, any battery storage-specific obligations and/or permitting requirements, or other regulations controlling the development or use of the Land comprising the Project (collectively, the "***Future Land Development Regulations***"), the County hereby agrees to act in good faith not to enact any such Future Land Development Regulations which would prevent, prohibit, or materially limit the development, construction or operation of the Project as facilities for battery energy storage systems, including, without limitation, with respect to the development, construction or operation of the Project substantially in accordance with the standards set forth on the Site Plan, including, without limitation, any setbacks and vegetative buffers delineated thereon. Additionally, the County hereby agrees that the County has no present intention to enact any Future Land Development Regulations and, in the event that the County determines to enact any Future Land Development Regulations, the County shall provide prior written notice of the same to the Company.

Section 5.15 Decommissioning the Project

(a) In the event of Project Abandonment by the Company, the Company shall Decommission the Project. Prior to the issuance of a County Development or Building Permit, the Company shall submit to the County a plan to Decommission the Project. The plan and estimated Cost to Decommission shall be prepared by an engineer selected by the Company licensed to practice in South Carolina and updated every five (5) years from the date of such submission during the term of this Fee Agreement.

(b) Beginning on the Commercial Operation Date as defined in the Large Generator Interconnection Agreement (LGIA), the County may require the Company to provide a performance guarantee in the form of a letter of credit, surety or performance bond, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County (the "***Decommissioning Security***") in the amount of the greater of (i) $500,000, or (ii) 125% of the estimated Cost to Decommission the Project. The obligation of

the Company to provide a performance guarantee is not waived in future years in the event the County elects not to require such performance guarantee in the early years of the Project.

(c) In the event the Company fails to update the estimated Cost to Decommission or provide the performance guarantee described in this Section 5.15 within sixty (60) days of a written request for the same, the failure shall be deemed to be an Event of Default and the parties shall proceed in accordance with Article VI of this Fee Agreement. The obligations arising under this Section 5.15 survive the termination of this Fee Agreement.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet any investment obligations under this Fee Agreement, including, without limitation, the FILOT Act Minimum Investment Requirement, other than those obligations of the Company and/or any Sponsor Affiliate, as the case may be, set forth in Section 4.03(a) hereof.

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

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

[Project Patriot]
Attn: [_____-]
[_____-]
[_____-]

With a copy to:

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act, the MCIP 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 incentives permissible under the FILOT Act and the MCIP 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 and the MCIP Act, to locate the Project in the County. In case a change in the FILOT Act, the MCIP 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 and/or Special Source Credit incentives, 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, MCIP 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 hereto 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 hereto as if the original signature, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

_____
Administrator
Anderson County, South Carolina

_____
Clerk to County Council of
Anderson County, South Carolina

[PROJECT PATRIOT]

By: _____
Name: _____
Its: _____

EXHIBIT A

DESCRIPTION OF LAND

[To be inserted.]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [Project Patriot] (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 [_____], 202[_] between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

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

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

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

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

[PROJECT PATRIOT]

By: _____
Name: _____
Its: _____

EXHIBIT C

SPECIAL SOURCE CREDITS CERTIFICATION

I _____, the _____ of [Project Patriot] (the ***"Company"***), do hereby certify in connection with Section 4.02(c) of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of [_____], 202[_] 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

(4) For tax year ___, which corresponds to the property tax year ending December 31, 20__, the Flat Payment Amount is derived by (i) multiplying the Final Output applicable to such tax year by (ii) the Output Multiplier, in this way:

Final Output (as of December 31, 20__) _____ Megawatts

X $4,500

= Flat Payment 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__.

[PROJECT PATRIOT]

_____
Name:_____
Its:_____

EXHIBIT D

SITE PLAN

See attached.

ORDINANCE NO. 2026-060

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 PATRIOT)

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Anderson County;

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

DONE in meeting duly assembled this [____] day of [_____], 202[__].

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Chairman, Anderson County Council

Attest:

By:_____
Administrator, Anderson County

By:_____
Clerk to Anderson County Council

FORM APPROVED BY:

_____
County Attorney

First Reading: [_____], 202[__]
Second Reading: [_____], 202[__]
Third Reading: [_____], 202[__]
Public Hearing: [_____], 202[__]

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 Patriot Property Description

[To be inserted.]

RESOLUTION NO. 2026-067

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT PATRIOT, 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 PATRIOT WILL BE PROVIDED CERTAIN CREDITS AGAINST SUCH 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"***) and Title 4, Chapter 1 (the ***"Multi-County Park Act"***) of the 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 FILOT Act and/or the Multi-County Park 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 special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, 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, a company identified at this time as Project Patriot (the ***"Company"***) has requested that the County assist in the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***), which will result in expected investment by, or at the direction of, the Company in the Project of at least $100,000,000, in the aggregate, in non-exempt investment in connection therewith by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

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

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

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

Section 1.

(a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act and Section 4-1-170 of the MCIP Act, and for the purpose of providing for the provision of special source credits against payments in lieu of taxes made by the Company and any Sponsor Affiliates (as defined in the hereinafter defined Fee Agreement), whether made pursuant to the FILOT Act or the MCIP Act, pursuant to a Park Agreement in order to allow reimbursement to the Company and such Sponsor Affiliates for a portion of investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***"Inducement Agreement"***), so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***"Fee Agreement"***).

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

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

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is

subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

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

DONE in meeting duly assembled this 3rd day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this ***"Agreement"***) made and entered into as of November 3, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and a company identified at this time as **PROJECT PATRIOT** (the ***"Company"***).

WITNESSETH:

ARTICLE I
RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***), which will result in an expected investment by, or at the direction of, the Company in the Project of at least $100,000,000, in the aggregate (the ***"Investment Target"***), by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the ***"Investment Period"***).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project, to the extent not already therein located, in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the ***"Park Agreement"***).

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

its payments in lieu of taxes, whether made pursuant to the FILOT Act or the MCIP Act, in respect of investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance, and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated November 3, 2026 (the "***Resolution***"), and on the terms and conditions set forth.

ARTICLE II
UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

(a) The term of the Fee Agreement will be for a period of thirty (30) years for each year of capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 363.25 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2026); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such payments, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the Project property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution

of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Fee Agreement shall provide that, in exchange for receipt of the Special Source Credits arrangement set forth in Section 2.5 hereof, and in addition to the investment commitments made by the Company with respect to the Project, the Company has agreed to make, on behalf of itself and any Sponsor Affiliates, milestone Project payments (each, an "Milestone Project Payment") to the County with respect to the Project as follows:

(i) No later than January 15, 2027, the Company shall pay the County a Milestone Project Payment equal to $20,000; and

(ii) Within 30 days following the Company's execution of a definitive agreement as awarded through the 2026 Duke Energy South Carolina Battery Resource Procurement process (i.e., the 2026 Duke RFP), the Company shall pay the County a Milestone Project Payment equal to $35,000; and

(iii) Within 30 days following the Company's execution of a Large Generator Interconnection Agreement (LGIA), the Company shall pay the County a Milestone Project Payment equal to $75,000.

(iv) Within 30 days following the commencement of Project construction, as defined by the delivery of the battery storage cabinets comprising all or a portion of the Equipment to the Land, the Company shall pay the County a Milestone Project Payment equal to $100,000.

(v) In the event that a payment in lieu of tax, in accordance with Sections 2.3(c) and 2.5 hereof, is not due with respect to the Project on or about, or before, January 15, 2032, the Company shall pay the County a Milestone Project Payment equal to $450,000 no later than January 15, 2032.

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

(f) The Fee Agreement shall provide that, in the event that, following the date of the original execution and delivery of the Fee Agreement, the County determines to enact any ordinances and/or regulations for the regulation of any aspect of development, including, without limitation, any zoning, rezoning, subdivision, or sign regulations, any battery energy storage-specific obligations and/or permitting requirements, or other regulations controlling the development or use of the land comprising the Project (collectively, the ***"Future Land Development Regulations"***), the County shall agree to act in good faith not to enact any such Future Land Development Regulations which would prevent, prohibit, or materially limit the development, construction, or operation of the Project as facilities for battery energy storage systems, including, without limitation, with respect to the development, construction or operation of the Project substantially in accordance with the standards set forth on a site plan to be attached to the Fee Agreement, including, without limitation, any setbacks and vegetative buffers delineated thereon. Additionally, the County shall agree that the County has no present intention to enact any Future Land Development Regulations and, in the event that the County determines to enact any Future Land Development Regulations, the County shall provide prior written notice of the same to the Company.

(g) The Fee Agreement shall provide that the following provisions shall apply:

(i) In the event of Project Abandonment by the Company, the Company shall Decommission the Project. Prior to the issuance of a County Development or Building Permit, the Company shall submit to the County a plan to Decommission the Project. The plan and estimated Cost to Decommission shall be prepared by an engineer selected by the Company licensed to practice in the State and updated every five (5) years from the date of such submission during the term of the Fee Agreement.

(ii) Beginning on the Commercial Operation Date as defined in the Large Generator Interconnection Agreement (LGIA), the County may require the Company to provide a performance guarantee in the form of a letter of credit, surety or performance bond, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County (the ***"Decommissioning Security"***) in the amount of the greater of (i) $500,000, or (ii) 125% of the estimated Cost to Decommission the Project. The obligation of the Company to provide a performance guarantee is not waived in future years in the event the County elects not to require such performance guarantee in the early years of the Project.

(iii) In the event the Company fails to update the estimated Cost to Decommission or provide the performance guarantee described above and in the Fee Agreement within sixty (60) days of a written request for the same, the failure shall be deemed to be an event of default under the Fee Agreement.

(iv) For the purposes of this Section 2.3(g), the following definitions shall apply:

(A) ***"Abandonment"*** shall mean the failure of the Company to maintain a Substantial Energy Storage Agreement for a period of one (1) year after the Project has been placed in service, provided that none of the following conditions are true: (i) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs to regain a Substantial Energy Storage Agreement; (ii) the Company has commenced retrofitting, repowering, augmenting, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment in preparation for obtaining a Substantial Energy Storage Agreement; or (iii) the Company is using commercially reasonable efforts to diligently obtain a new Substantial Energy Storage Agreement following the expiration or termination of a previous Substantial Energy Storage Agreement.

(B) ***"Cost to Decommission"*** shall mean an amount equal to (1) mean all costs associated with the Decommission of the Project, excluding (x) re-grading the land comprising the Project beyond the removal of any access roads; (y) replanting of trees and crops removed by the Project; and (z) the cost of removing any equipment, fixtures or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected, minus (2) the actual salvage value for all equipment, fixtures, and other tangible personal property comprising the Project utilizing current U.S. salvage exchange rates.

(C) ***"Decommission"*** or ***"Decommissioning"*** shall mean the removal and proper disposal (including reuse and/or recycling) of all equipment comprising the

Project, stabilization and rehabilitation of the land comprising the Project, and the restoration of such land to a condition substantially similar to its original state.

(h) The Fee Agreement shall provide that, anything contained in the Fee Agreement to the contrary notwithstanding, the County shall have no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof, and pursuant to the Fee Agreement, will provide special source credits against payments in lieu of taxes by the Company and any Sponsor Affiliates, pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company and such Sponsor Affiliates in respect of investment in Infrastructure pertaining to the Project. In these respects, the Company and each Sponsor Affiliate shall be entitled to receive, and the Company agrees to provide an annual aggregate special source credit in an amount necessary to reduce each payment in lieu of taxes due from the Company and any Sponsor Affiliates, for each tax year corresponding to the term set forth in Section 2.3(a) hereof, to an aggregate net payment due from the Company and any Sponsor Affiliates equal to $4,500 per megawatt of AC power, subject to adjustment to $5,500 per megawatt of AC power, in the event required by, and as shall be set forth in greater detail in, the Fee Agreement, all with respect to the Project (that is, with respect to investment made by the Company and any Sponsor Affiliates under the Fee Agreement), all such Special Source Credits to be calculated and applied after any amount due the non-host county under the Park Agreement.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Sponsor Affiliates be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company and any Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time.

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

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

Section 2.8. Should the Company meet the Investment Target by the end of the Investment Period, the Investment Period shall be automatically extended by an additional five (5) years.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANY

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

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

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

ARTICLE IV
GENERAL PROVISIONS

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

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

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

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2027, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

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

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

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

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

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement to be effective as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

_____
Rusty Burns, Administrator,
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT PATRIOT

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 202[_], at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

_____
Clerk to Anderson County Council

Dated: _____, 202[__]

RESOLUTION NO. 2026-068

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF AN AGREEMENT TO AMEND THE SPECIAL SOURCE CREDITS ENTITLED TO ROBERT BOSCH LLC PURSUANT TO THAT CERTAIN SECOND AMENDED FEE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ROBERT BOSCH LLC DATED AS OF DECEMBER 1, 2022

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to Section 5.6 of the Second Amended Fee Agreement with Robert Bosch LLC (the "Company") dated as of December 1, 2022 (the "Fee Agreement"), to agree with the Company to amend the Fee Agreement;

WHEREAS, the County has certain infrastructure and service projects in need of additional funding through the revenues of the County;

WHEREAS, the Company has been a highly regarded and contributing corporate citizen of the County for over 40 years; and

NOW, THEREFORE, the Council hereby authorizes the County Administrator to execute the attached amendatory agreement authorizing the reduction of Special Source Credits otherwise due to the Company for the tax year 2026 through tax year 2040.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

ATTEST:

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

Approved as to Form:

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

Prepared by J. Wesley Crum, III P.A.

SPECIAL SOURCE REDUCTION AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

ROBERT BOSCH LLC
a Delaware limited liability company

Dated as of November 3, 2026

SPECIAL SOURCE REDUCTION AGREEMENT

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to Section 5.6 of the Second Amended Fee Agreement with Robert Bosch LLC (the "Company") dated as of December 1, 2022 (the "Fee Agreement"), to agree with the Company to amend the Fee Agreement;

WHEREAS, it is acknowledged that the Company is entitled to receive a 90% special source tax credit, as defined in the Fee Agreement (the "SSC"), for the tax years 2026 through 2030 and a 70% SSC for tax years 2031 through 2040 pursuant to the terms of Section 4.18 of the Fee Agreement; and

WHEREAS, if the Company fails to meet and maintain the minimum investment and minimum jobs creation standard under the Fee Agreement, the Company remains entitled to receive an SSC of 90% for tax year 2026 and tax year 2027 and a 70% SSC for tax year 2028 through 2030 with a remaining SSC of 50% through 2047; and

WHEREAS, The Company desires to forego all SSC credits contained in Section 4.18 of the Fee Agreement above 50% for the tax years 2026 through tax year 2047 and to continue to receive a SSC of 50% for tax years 2026 through tax year 2047, and

WHEREAS, the County is desirous of receiving the additional fee in lieu of tax revenue that will result in the Company's forgoing of the SSC above 50% for use in the provision of infrastructure and services to the County.

NOW, THEREFORE, Section 4.18 of the Fee Agreement shall be amended to read as follows;

" Section 4.18 Special Source Credits. The County agrees that the Company shall be entitled to Special Source Credits, in addition to the Special Source Credits and fee in lieu of tax applicable to the investment heretofore made pursuant to the Initial Agreement and the First Amended Fee Agreement, a Special Source Credit for the investments made in this Project subsequent to December 31, 2021 and subject to this Second Amended Agreement shall be 50% of the FILOT Revenues for the tax years 2023 through 2047. The Special Source Credits shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall display and subtract the Special Source Credits from the fee in lieu of tax payment statement sent to the Company for the duration of the period during which the Company receives Special Source Credits."

AGREED this the ___ day of November, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

Approved as to Form:

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

ROBERT BOSCH LLC

By:_____
_____
Its: _____

By:_____
Deanna McCann
Its: Assistant Treasurer

ATTEST:

By:_____
_____
Its: Secretary

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 10/29/2026

Re: Bid #26-035 Taxiway A (West) Pavement Improvements Project

Anderson County received two bids on Thursday, May 21st for the Taxiway A (West) Pavement Improvements Project. County staff recommends award to King Asphalt, Inc. of Liberty, S.C. The total price is $3,509,286.20. Anderson County will be responsible for only 2.5% of the Project Cost.

Anderson County Purchasing Department Bid Tabulation

Bid #26-035 Taxiway Project

VENDOR	BOND	PRICE
ROGERS GROUP		$5,824,995.00
KING ASPHALT		$3,509,286.20
THRIFT DEVELOPMENT		NR
S AND S		NR
SLOAN		NR
THRIFT BROTHERS		NR
H2I GROUP		NR
EARTH MATERIALS		NR
REEVES		NR
AWARD TO:		

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 10/29/2026

Re: Bid #27-009

Anderson County received six bids on Thursday, October 15th for ACTC #128.02 Evergreen Road Widening Improvements. County staff recommends award to Thrift Development Corporation of Seneca, S.C. The total price is $2,464,797.96.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

BID #: 27-009 **BID OPENING DATE & TIME:** 10/15/26 @ 11:00 A.M.

BID: ACTC #128.02

VENDOR	TOTAL COST
THRIFT DEVELOPMENT	$2,464,797.96
KING ASPHALT	$ 3,265,998.76
PALMETTO CORP.	$ 3,082,986.13
SOUTHERN CONCRETE	$ 2,843,376.81
S & S CONSTRUCTION	$ 2,537,913.93
UNIVERSAL CIVIL CONSTRUCTION	$2,509,566.00
THRIFT BROTHERS	NR
ROGERS GROUP	NR
SLOAN	NR
REEVES	NR
SHAMROCK CONSTRUCTION	NR
STEED PAVING	NR
EAGLE CONSTRUCTION	NR
GILREATH BROTHERS	NR
FOOTHILLS ESTIMATING	NR

AWARD TO:

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

Solicitation Information

1. SOLICITATION: #27-009 2. ISSUE DATE: *September 18, 2026* 3. FOR INFORMATION CONTACT: Allpurchasing@andersoncountysc.gov	**4. Brief Description of Project:** ACTC #128.02 Evergreen Road Widening Improvement
SUBMIT BID TO: **Anderson County Purchasing Dept.** **101 South Main Street** **Anderson, S.C. 29624** **Attn: Bid #27-009**	

6. Submission Deadline: **Thursday, October 15, *2026*** *Time: 11:00 A.M.*

7. Submit Sealed Bid

8. Firm Offer Period:
Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Bidder) <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

1. **BUSINESS CLASSIFICATION**	(Check Appropriate Box)	☐ Woman Business Enterprise ☐ Minority Business Enterprise N/A ☐ Disadvantaged Business Enterprise

10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

11. Bidder's name and address (Type or print): Thrift Development Corporation PO BOX 2125 Seneca, SC 29679 E-mail address: rmiller@thriftdev.com Telephone # : 864-882-4582 Fax #: N/A Federal Identification #: [redacted]	**12.** Name & Title of Person Authorized to sign the Bid (Type or Print): Ryan D. Miller, Vice President; Engineer & Project Manager **13.** Bidder's Signature & Date: 10/15/26

>>>>>>>>>>>>>>>>>>>>>>>>>>>>Award (To be completed by Anderson County) <<<<<<<<<<<<<<<<<<<<<<<<<<<<<

14. Total Amount of Award:	**15. Successful** Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	**17.** Signature:	**18.** Award date:

SECTION III: Addendum A
Base Bid Form
ACTC Project #128.02 Evergreen Road Widening Improvement

Name of Party submitting the Bid: Thrift Development Corporation

To: Purchasing Manager for Anderson County

1. 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: ACTC Project #128.02 **Bid No.: 27-009**

Qty.	U/M	Description	Total Price
1	L/S	**ACTC Project #128.02 Evergreen Road Widening Improvement: per attached itemized list**	$ 2,464,797.96

***** Vendors must complete the itemized list *******

100% SUMMARY OF QUANTITIES AND BID TAB FOR ACTC 128.02

Letting Date 10/15/26
Project Name Improvements to S-04-371 (Evergreen Rd)
Project # ACTC 128.02
Road Evergreen Road
Road# S-04-371

Calculated by: RDM
Checked by: RDM

line No.	Item Number	Description	Unit	Quantity	Unit Price	Amount
0010	1031000	MOBILZATION	LS	1.0000	$ 105,870.00	$ 105,870.00
0020	1032010	BONDS AND INSURANCE	LS	1.0000	$ 15,680.00	$ 15,680.00
0030	1050801	CONSTRUCTION STAKES, LINES & GRADES	EA	1.0000	$ 14,310.00	$ 14,310.00
0040	2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	LS	1.0000	$ 47,300.00	$ 47,300.00
0050	2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	1787.0000	$ 18.90	$ 33,774.30
0060	2031200	SITE EXCAVATION	LS	1.0000	$ 223,330.80	$ 223,330.80
0070	4011004	LIQUID ASPHALT BINDER PG64-22	TON	291.0000	$ 840.00	$ 244,440.00
0080	4012080	FULL DEPTH ASPH. PAV. PATCHING 8" UNIF	SY	200.0000	$ 172.70	$ 34,540.00
0090	4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	400.0000	$ 29.15	$ 11,660.00
0100	4020320	ASPHALT BASE COURSE- TYPE B	TON	958.0000	$ 110.00	$ 105,380.00
0110	4030320	ASPHALT INTERM EDIATE COURSE TYPE B	TON	578.0000	$ 143.00	$ 82,654.00
0120	4030330	ASPHALT INTERM EDIATECOURSE TYPE C	TON	2074.0000	$ 110.00	$ 228,140.00
0130	4040340	ASPHALT SURFACE COURSE TYPE C	TON	1417.0000	$ 97.65	$ 138,370.05
0140	4040360	ASPHALT SURFACE COURSE TYPE E	TON	334.0000	$ 141.90	$ 47,394.60
0150	6011000	TRAFFIC CONTROL	LS	1.0000	$ 137,820.00	$ 137,820.00
0160	6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	96.0000	$ 8.25	$ 792.00
0170	6240010	4" WHITESOLID LINES (PVT EDGE LINES)-FAST DRY PAINT	LF	870.0000	$ 0.30	$ 261.00
0180	6240025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	LF	40.0000	$ 1.65	$ 66.00
0190	6240030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) -FAST DRY PAINT	EA	14.0000	$ 38.50	$ 539.00
0200	6240105	4" YELLOW BROKEN LINES(GAPS EXC) - FAST DRY PAINT	LF	1430.0000	$ 0.30	$ 429.00
0210	6240110	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	LF	6910.0000	$ 0.30	$ 2,073.00
0220	6271010	4" WHITE SOLID LINES(PVT. EDGE LINES) THERMO .- 90 MIL	LF	870.0000	$ 1.05	$ 913.50
0230	6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERM0 .-125 MIL	LF	40.0000	$ 11.00	$ 440.00
0240	6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERM0 .-12 5 MIL	EA	14.0000	$ 93.50	$ 1,309.00
02 50	6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL	LF	1430.0000	$ 1.05	$ 1,501.50
0260	6271074	4" YELLOW SOLID LINES(PVT.EDGELINES) THERM 0 -9 0 MIL	LF	6910.0000	$ 1.05	$ 7,255.50
0270	6301005	PERMANENT YELLOW PAVEMENT MARKERS MONO -DI R.- 4"X 4" PERM . YEL	EA	143.0000	$ 7.70	$ 1,101.10
0280	6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	EA	163.0000	$ 7.70	$ 1,255.10
0290	7143615	15" SMOOTH WALL PIPE	LF	20.0000	$ 76.80	$ 1,536.00
0300	7143618	18" SMOOTH WALL PIPE	LF	4616.0000	$ 88.85	$ 410,131.60
0 310	7143624	24" SMOOTH WALL PIPE	LF	276.0000	$ 112.50	$ 31,050.00
0320	7191250	CATCH BASIN -TYPE9 MH	EA	1.0000	$ 4,280.30	$ 4,280.30
0330	7192260	48" X 48" JUNCTION SOX	EA	5.0000	$ 4,696.60	$ 23,483.00
0340	7191605	CATCH BASIN -TYPE 16	EA	6.0000	$ 6,493.50	$ 38,961.00
0350	7191625	CATCH BASIN -TYPE 17	EA	15.0000	$ 8,310.20	$ 124,653.00
0360	7199100	BEVELING OF PIPE END	EA	2.0000	$ 275.00	$ 550.00
0370	7197110	ADJUST CATCH BASIN	EA	2.0000	$ 1,125.00	$ 2,250.00
0380	7203210	CONCRETE CURB AND GUTTER(2-'0") VERTICAL FACE	LF	5780.0000	$ 26.80	$ 154,904.00
0390	7204000	CONCRETE WASHOUT	EA	1.0000	$ 1,200.00	$ 1,200.00
0400	8041020	RIP-RAP (CLASS B)	TON	22.0000	$ 103.70	$ 2,281.40
0410	8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE C	SY	26.0000	$ 5.00	$ 130.00
0420	8065156	2" GALVANIZED STEEL TUBE GATE WITH 6 BARS -16'W IDE	EA	1.0000	$ 750.00	$ 750.00
0430	8091010	RIGHT OF WAY MARKER(REBAR AND CAP)	EA	10.0000	$ 121.00	$ 1,210.00
0440	8091050	RIGHT OF WAY PLAT	LS	1.0000	$ 3,850.00	$ 3,850.00
0450	8100100	PERMANENT COVER	ACRE	1.9960	$ 3,135.00	$ 6,257.46
0460	8100200	TEM PORARY COVER	ACRE	0.9980	$ 2,915.00	$ 2,909.17
0470	8104005	FERTILIZER(NITROGEN)	LB	200.0000	$ 0.85	$ 170.00
0480	8104010	FERTILIZER (PHOSPHORIC ACID)	LB	200.0000	$ 0.85	$ 170.00
0490	8104015	FERTILIZER (POTASH)	LB	200.0000	$ 0.85	$ 170.00
0500	8105005	AGRICULTURALGRANULAR LIME	LB	3992.0000	$ 0.25	$ 998.00
0510	8109050	SELECTIVE WATERING	GAL	54300.0000	$ 0.02	$ 1,086.00
0520	8109901	MOWING	ACRE	5.9880	$ 450.00	$ 2,694.60
0530	8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	M SY	0.3900	$ 2,750.00	$ 1,072.50
0540	8151101	TURFREINFORCEMENT MATTING (TRM) TYPE 1	MSY	0.0850	$ 4,675.00	$ 397.38
0550	8152004	INLET STRUCTURE FILTER- TYPEF (W EIGHTED)	LF	196.0000	$ 10.45	$ 2,048.20
0560	8152006	INLET STRUCTURE FILTER- TYPE F (NON-WEIGHTED)	LF	14.0000	$ 9.10	$ 127.40
0570	8152007	SEDI MENT TUBES FOR DITCH CHECKS	LF	540.0000	$ 7.45	$ 4,023.00
0580	8153000	SILTF ENCE	LF	6540.0000	$ 3.05	$ 19,947.00
0590	8153090	REPLACE/REPAIRSILT FENCE	LF	654.0000	$ 3.05	$ 1,994.70
0600	8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1635.0000	$ 6.50	$ 10,627.50
0610	8156200	CLEANINGINLETSTRUCTURE FILTERS	EA	22.0000	$ 75.00	$ 1,650.00
0620	8156490	STABILIZEDCONSTRUCTION ENTRANCE	SY	550.0000	$ 17.60	$ 9,680.00
0630	9000000	Waterline Relocation (See Estimated Quantities Next Sheet)	LS	1.00	$ 108,955.30	$ 108,955.30

Total Bid Cost = $ 2,464,797.96

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 10/29/2026

Re: Bid #27-010

Anderson County received three bids on Thursday, October 15th for ACTC #157 & ACTC #159 . County staff recommends award to Roger Group, Inc. of Greer, S.C. The total price is $3,687,750.00.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

BID #: 27-010 **BID OPENING DATE & TIME:** 10/15/26 @ 11:00 A.M.

BID: ACTC #157 & #159

VENDOR	TOTAL COST
ROGERS GROUP	$ 3,687,750.00
KING ASPHALT	$ 3,845,126.25
PALMETTO CORP.	$ 3,731,230.89
BLE	NR
PARKING LOT PRO	NR
UNIVERSAL CIVIL CONSTRUCTION	NR
S & S INC.	NR
TRIFT DEVELOPMENT	NR
FOOTHILLS ESTIMATING	NR
THRIFT BROTHERS	NR
SLOAN CONSTRUCTION	NR
REEVES CONSTRUCTION	NR
EARTH MATERIALS	NR

AWARD TO:

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD

Solicitation Information

1. BID #27-010 2. ISSUE DATE: ***September 28, 2026*** 3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.gov	4. **Brief Description of Project:** **ACTC #157 & ACTC #159 Resurfacing**
SUBMIT BID TO: **Anderson County Purchasing Dept.** **101 South Main Street** **Anderson, S.C. 29624** **Attn: Bid #27-010**	

6. Submission Deadline: **Thursday, October 15, *2026*** ***Time: 11:15 A.M.***

7. Submit Sealed Bid

8. Firm Offer Period:
Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>**Offer (To be completed by Bidder)** <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	☐ Woman Business Enterprise ☐ Minority Business Enterprise ☐ Disadvantaged Business Enterprise

10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

11. Bidder's name and address (Type or print): Rogers Group, Inc. 1880 S. Hwy 14 Greer, SC 29650 E-mail Address: hunter.pitts@rogersgroupinc.com Telephone #: 864-879-7311 Federal Identification #: [redacted]	**12.** Name & Title of Person Authorized to sign the Bid (Type or Print): Daniel Littell, Vice President **13.** Bidder's Signature & Date: 10/15/2026

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>**Award (To be completed by Anderson County)** <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

14. Total Amount of Award:	**15. Successful Bidder:**	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	**17.** Signature:	**18.** Award Date:

SECTION III: Addendum A
Base Bid Form
ACTC Project #157 & #159 Resurfacing

Name of Party submitting the Bid: Rogers Group, Inc.

To: Purchasing Manager for Anderson County

1. 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: ACTC Project #157 & #159 Resurfacing **Bid No.: 27-010**

Qty.	U/M	Description	Total Price
1	L/S	**ACTC Project #157 & #159 Resurfacing** :per attached itemized lists	$ $3,687,750.00

***** Vendors must complete the attached itemized list *******

PROJECT INFORMATION

2026 ANDERSON CTC RESURFACING – ACTC 157 & ACTC 159

BID FORM

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXT. AMT.
1	Mobilization	LS	6.000	$30,000.00	$180,000.00
2	Bonds and Insurance	LS	1.000	$77,462.53	$77,462.53
3	Traffic Control	LS	6.000	$15,000.00	$90,000.00
4	Borrow Excavation	CY	708.342	$125.00	$88,542.75
5	Maintenance Stone	TN	120.000	$200.00	$24,000.00
6	Liquid Asphalt Binder PG64-22	TN	687.396	$850.00	$584,286.60
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	10,005.136	$77.00	$770,395.47
8	Hot Mix Asphalt Intermediate Course Type B (200#/SY)	TN	1,037.677	$82.75	$85,867.77
9	Permanent Construction Signs (Ground Mounted – Scheme E)	SF	1,440.000	$7.00	$10,080.00
10	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	180,656.000	$0.13	$23,485.28
11	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	84,907.000	$0.13	$11,037.91
12	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	538.000	$1.05	$564.90
13	4" Yellow Solid Lines (No Passing Zone) Thermo. – 90 MIL	LF	86,262.000	$0.50	$43,131.00
14	4" White Solid Lines (PVT. Edge Lines) Thermo. – 90 MIL	LF	84,907.000	$0.50	$42,453.50
15	24" White Solid Lines (Stop Bars) Thermoplastic – 125 Mil	LF	538.000	$6.25	$3,362.50
16	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	1,078.000	$7.50	$8,085.00
17	Permanent Grassing For Non-Permit Resurfacing	AC	1.980	$5,000.00	$9,900.00
18	Cement Modified Recycled Base (8" Uniform)-Method B	SY	93,264.444	$9.75	$909,328.33
19	Cement Modified Recycled Base (12" Uniform)-Method B	SY	10,842.667	$11.75	$127,401.34
20	Portland Cement For Cement Modified Recycled Base Course	TN	2,173.756	$270.00	$586,914.12
21	Variable Milling for Bridges	SY	270.000	$36.50	$9,855.00
22	Permanent Construction Signs (Ground Mounted – Scheme C)	SY	228.000	$7.00	$1,596.00
				TOTAL	$3,687,750.00

Three Million Six Hundred Eighty-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents
(Grand Total in Words)

$3,687,750.00
(Numbers)

Bidder will complete the Work in accordance with the Contract Documents for the above unit prices, which include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, and all other cost etc., to complete the finish work as stipulated in the Bid Documents

ACTC 157 Anderson County Roads Summary

1. **Mt. Airy Church Road**
2. **Cherokee Road**
3. **Maxcy Drive**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	3.000
2	Bonds and Insurance	LS	0.500
3	Traffic Control	LS	3.000
4	Borrow Excavation	CY	358.876
5	Maintenance Stone	TN	60.000
6	Liquid Asphalt Binder PG64-22	TN	295.125
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	4,684.523
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	456.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	87,408.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	43,704.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	225.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	43,704.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	43,704.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	225.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	546.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	1.003
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	48,560.000
18	Portland Cement For Cement Modified Recycled Base Course	TN	1,013.933
19	Variable Milling for Bridges	SY	120.000
20	Permanent Construction Signs (Ground Mounted - Scheme C)	SY	152.000

PROJECT INFORMATION

Road Name : Mt. Airy Church Rd
Start: Three Bridges Rd
Stop: SC - 81
Road Length: 8,534'
Existing Width: 18'
Proposed Width: 20'
Miles: 1.62

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	140.154
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	115.257
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	1,829.476
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	264.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	34,136.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	17,068.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	150.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	17,068.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	17,068.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	150.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	213.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	0.392
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	18964.444
18	Portland Cement For Cement Modified Recycled Base Course	TN	395.978
19	Variable Milling for Bridges	SY	120.000

PROJECT INFORMATION

Road Name :	**Cherokee Rd**
Start:	**State Portion Near Traffic Circle**
Stop:	**City of Williamston**
Road Length:	**9613'**
Existing Width:	**18'**
Proposed Width:	**20'**
Miles:	**1.82**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	157.875
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	129.830
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	2,060.787
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	72.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	38,452.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	19,226.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	45.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	19,226.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	19,226.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	45.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	240.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	0.441
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	21362.222
18	Portland Cement For Cement Modified Recycled Base Course	TN	446.043
19	Permanent Construction Signs (Ground Mounted - Scheme C)	SY	152.000

PROJECT INFORMATION

Road Name :	**Maxcy Dr**
Start:	**Cheddar Rd**
Stop:	**Mize Rd**
Road Length:	**3,705'**
Existing Width:	**18'**
Proposed Width:	**20'**
Miles:	**0.70**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	60.847
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	50.038
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	794.259
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	120.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	14,820.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	7,410.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	30.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	7,410.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	7,410.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	30.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	93.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	0.170
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	8233.333
18	Portland Cement For Cement Modified Recycled Base Course	TN	171.912

ACTC 159 SCDOT Roads Summary

1. **West Mauldin Street**
2. **Welcome Road**
3. **Old Denver School Road**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	3.000
2	Bonds and Insurance	LS	0.500
3	Traffic Control	LS	3.000
4	Borrow Excavation	CY	349.466
5	Maintenance Stone	TN	60.000
6	Liquid Asphalt Binder PG64-22	TN	392.271
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	5,320.614
8	Hot Mix Asphalt Intermediate Course Type B (200#/SY)	TN	1,037.677
9	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	984.000
10	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	93,248.000
11	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	41,203.000
12	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	313.000
13	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	42,558.000
14	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	41,203.000
15	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	313.000
16	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	532.000
17	Permanent Grassing For Non-Permit Resurfacing	AC	0.977
18	Cement Modified Recycled Base (8" Uniform)-Method B	SY	44,704.444
19	Cement Modified Recycled Base (12" Uniform)-Method B	SY	10,842.667
20	Portland Cement For Cement Modified Recycled Base Course	TN	1,159.824
21	Variable Milling for Bridges	SY	150.000
22	Permanent Construction Signs (Ground Mounted - Scheme C)	SY	76.000

PROJECT INFORMATION

Road Name :	**W Mauldin St**
Start:	**Bleckley St**
Stop:	**Murray Ave**
Road Length:	**2,693'**
Existing Width:	**20'**
Proposed Width:	**20'**
Miles:	**0.51**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	44.227
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	36.371
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	577.312
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	360.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	10,772.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	4,031.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	60.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	5,386.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	4,031.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	60.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	67.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	0.124
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	5984.444
18	Portland Cement For Cement Modified Recycled Base Course	TN	124.955

Road Name : Welcome Rd
Start: SC - 81
Stop: Hembree Rd
Road Length: 4,066'
Existing Width: 20'
Proposed Width: 24'
Miles: 0.77

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	66.776
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	122.446
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	1,037.677
8	Hot Mix Asphalt Intermediate Course Type B (200#/SY)	TN	1,037.677
9	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	168.000
10	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	24,396.000
11	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	8,132.000
12	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	78.000
13	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	8,132.000
14	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	8,132.000
15	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	78.000
16	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	102.000
17	Permanent Grassing For Non-Permit Resurfacing	AC	0.187
18	Cement Modified Recycled Base (12" Uniform)-Method B	SY	10842.667
19	Portland Cement For Cement Modified Recycled Base Course	TN	226.395
20	Variable Milling for Bridges	SY	150.000
21	Permanent Construction Signs (Ground Mounted - Scheme C)	SY	76.000

PROJECT INFORMATION

Road Name :	**Old Denver School Rd**
Start:	**Sandy Springs Rd**
Stop:	**Centerville Rd**
Road Length:	**14,520'**
Existing Width:	**20'**
Proposed Width:	**24'**
Miles:	**2.75**

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Mobilization	LS	1.000
2	Bonds and Insurance		
3	Traffic Control	LS	1.000
4	Borrow Excavation	CY	238.462
5	Maintenance Stone	TN	20.000
6	Liquid Asphalt Binder PG64-22	TN	233.454
7	Hot Mix Asphalt Surface Course Type C (175#/SY)	TN	3,705.625
8	Permanent Construction Signs (Ground Mounted - Scheme E)	SF	456.000
9	4" Yellow Solid Lines (No Passing Zone) Fast Dry Paint	LF	58,080.000
10	4" White Solid Lines (PVT. Edge Lines) Fast Dry Paint	LF	29,040.000
11	24" White Solid Lines (Stop Bars) Fast Dry Paint	LF	175.000
12	4" Yellow Solid Lines (No Passing Zone) Thermo. - 90 MIL	LF	29,040.000
13	4" White Solid Lines (PVT. Edge Lines) Thermo. - 90 MIL	LF	29,040.000
14	24" White Solid Lines (Stop Bars) Thermoplastic - 125 Mil	LF	175.000
15	Permanent Yellow Pavement Markers Bi-Dir. 4"x 4"	EA	363.000
16	Permanent Grassing For Non-Permit Resurfacing	AC	0.667
17	Cement Modified Recycled Base (8" Uniform)-Method B	SY	38720.000
18	Portland Cement For Cement Modified Recycled Base Course	TN	808.474

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 10/28/2026

Re: RFQ #27-001

Anderson County received five responses on Thursday, August 13th for RFQ #27-001 Design, Engineering & Construction Services for upcoming capital improvement projects at the Anderson Regional Airport. County staff recommends award to Holt Consulting Company, LLC. from Greenville, S.C. With County Council approval, staff will proceed with execution of a master agreement.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

BID #: 27-001 **BID OPENING DATE & TIME:** 08/13/26 @ 11:00 A.M.

BID: AIRPORT DESIGN, ENGR. & CONSTRUCTION

VENDOR	TOTAL COST
BROWNSTONE	RESPONDED
GOODWYN MILLS CAYWOOD	RESPONDED
HOLT CONSULTING	RESPONDED
PARRISH & PARTNERS	RESPONDED
TALBERT, BRIGHT & ELLINGTON	RESPONDED
INFRAWAY	N R
COLEMAN COMPANY	N R
TURNER CONSTRUCTION	N R
MIDDLETON GROUP	NR
ISKAGNA	NR
MC2	NR
LINDSEY ARCHITECTURE	NR
LS3P	NR
MCFARLAND JOHNSON	NR
DEVITA INC.	NR
SALAS OBRIEN	NR
WK DICKSON	NR
BLE CORP	NR
RMF	NR
FME CONSULTANTS	NR
BURDETTE ENGINEERING	NR
TBECLT	NR
MEAD HUNT	NR
MCMILLAN PAZDAN SMITH	NR
ANDY BUSBY	NR

BRENT CHANDLER	NR
ARORA ENGINEERS	NR
AECOM	NR
MJ INC.	NR
DELTA AIRPORT	NR
IMS	NR
APPLE-DESIGNS	NR
TRAFFIC PD	NR
STEWART COOPER NEWELL	NR
CEA ENGINEERING	NR
COLLIERS ENGINEERING & DESIGN	NR
DP3	NR

AWARD TO:

TO: **Administration**

FROM: **J. Stone Fleet Manager**

DATE: **10.23.2026**

RE: **Donation Request**

The **Anderson County Technical Rescue Team** have requested the donation of a used pickup truck. The following units can be donated with the approval of Council.

Unit # 30186 2016 Ford F250 4x4 Crew Cab Vin# 1FT7W2B60GEC73401 with 141,646 miles. This unit is wired with emergency lights that can be swapped out for the correct color lights if approved. Fleet Services may be able to assist with the swap out if they can provide the lights, since they have to be removed as part of the donation process anyway.



ANDERSON COUNTY
SOUTH CAROLINA

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:

   The Champions Center for Special Children (formerly known as DCEC)

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $10,000

3. The purpose for which the funds are being requested:
   Operational Support. Operating a year-round, specialized preschool/therapeutic childcare for ages zero to 5 livinge with disabilities, special needs and complex medical conditions.

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

5. Contact Person: Laura Capell - Director of Development or NaToya Cartledge, Executive Director
   Mailing Address: Mailing Address: 1700 S. Fant Street, Anderson, SC 29624
   Phone Number: Phone: 864.375.5085
   Email: Email: laura@thechampionscenter.com or natoya@thechampionscenter.ocm

6. Statement as to whether the entity will be providing matching funds:
   Yes, it is currently allocated in our budget

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.

Laura R. Capell — Signature
Laura R. Capell — Print Name
10/22/24 — Date

The Champions Center
for special children
(formerly known as DCEC)

www.thechampionscenter.com



Anderson County Recreation Fund Appropriations Application

The Champions Center for Special Children is a therapeutic day center serving children ages 0-5 with special needs, medically complex conditions, and developmental delays. Housed within the center are adaptive classrooms for educational learning, an onsite clinic for speech, occupational, and physical therapy, an accessible gym and playground, a library, and full-time nursing care. Each is essential to the development and growth of early childhood learning.

The Champions Center has had a partnership with Anderson County for more than a decade. Being located in Anderson County allows the center to serve the county's most vulnerable children. The Champions Center is **one of only four centers of its kind in the state.** Resources for families with children with special needs are limited and only continue to decline. The closing of early childhood centers has increased significantly in Anderson County over the last several years. With this shift, families with typically developing children struggle to find a place they can send their child so they can work. This problem is only heightened for families with children who have unique needs and need consistent monitoring. Without The Champions Center, the workforce environment in Anderson County would suffer. Most families are only able to work because therapies, nursing care, and education are being provided under one roof. Without this opportunity, parents would be driving children to and from appointments, having to consistently take off work throughout the week, or not be able to work at all. The specialized care of The Champions Center enables an estimated $1.9-$2.4 million in direct annual household earnings from the 53 families we serve, allowing parents to maintain employment that they would otherwise not be able to sustain. The therapeutic approach of The Champions Center is specifically designed for families to work and thrive.

A unique blessing of The Champions Center is that we provide discounted tuition that is affordable for every family. We believe that every child should have the opportunity to learn and grow, despite their family's financial situation. 75% of our families qualify for ALICE. Research found that in Anderson County, 15% of households fall under the Federal Poverty level, and an additional 24% falls in the ALICE Threshold. This means that almost 4 out of 10 households are considered ALICE households. The Champions Center is directly assisting these ALICE households by providing childcare at a rate they can afford. Without our center, many families would not be able to afford childcare, much less preschool education.

The Champions Center prioritizes both the family and the child. Families are often overwhelmed when they first get a special needs diagnosis. Limited resources in the community only heighten this concern. Along with providing education, therapies, and nursing care, our center works with families to ensure their needs are being met. We provide parents with resources, guidance, and education on how to advocate for a child with special needs. Most families who enter the center do not know what life-long advocacy for their child looks like. Upon graduation, families enter the schooling years with confidence, knowing the resources available. We work closely with Anderson County Elementary schools to prepare families for their students entering the public education system.

Children with special needs and developmental delays often struggle with transitions. The Champions Center specifically prepares children for their transition into public school and beyond. Transition into public school is extremely difficult and important. With the limited resources for public schools, most teachers do not have the resources or time to help children with transitions. For children with special needs who have never been in a school setting, this transition is even more abrupt. The Champions Center is located in the former South Fant Elementary school building, providing children with the opportunity to be in a school setting environment throughout the day. Each year, children successfully transition into public school because of their time at the center. Our teachers are given specific training to teach and assist children with complex needs. Children are given the tools to navigate barriers, address behaviors and develop social skills during their most crucial developmental period. Research shows that 90% of brain development happens before age 5. The Champions Center is in a unique position by equipping the most vulnerable children in the community for school readiness.

The uniqueness of our program gives Anderson County a resource that is rare and an asset. Education is a key pillar of The Champions Center. Our student to teacher ratio remains low, which allows teachers to have necessary one-on-one interactions with students without being overwhelmed. Teachers are able to focus directly on the developmental needs of each child. In-house therapies at the center add a vital element to development because children are able to receive multiple therapies throughout the week. Often therapies require parents to take off work and result in many cancellations throughout the year. Our full-time therapy clinic ensures that a child receives therapy consistently. Therapists are then able to communicate with teachers and work on individual plans to improve developmental milestones. Lastly, our full-time nurse provides medical supervision, medication administration, g-tube feedings and monitors the overall health of children with medical complexities. Families with medically complex children often do not have another place to turn. The Champions Center is a pillar of hope and support for so many families in our community.

The resources of The Champions Center are greatly needed in Anderson County, and as a result, we consistently have a waiting list to receive services. We are working diligently to recruit enough qualified staff to meet the growing need. Families are constantly seeking out our resources for their high needs children. Our center believes that every family who needs our services deserves the ability to access them. Reducing the waitlist requires funding. We have counted on funding from Anderson County in our operational budget for more than a decade. The services our center provides to the community are vital to community success. These specific resources do not exist anywhere else in Anderson County. The requested funding allows The Champions Center to serve children and families with a special needs diagnosis in our community. This funding also impacts many ALICE families, who would not have another option without the center. The Champions Center is more than just a center, it is a place of hope. Funding from Anderson County allows our center to continue providing this hope to families throughout the community.







State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

11/19/2025

The Champions Center
Ms. Elizabeth Baysden
1700 S FANT ST
ANDERSON, SC29624-3321

RE: Registration Confirmation

Charity Public ID: P19938

Dear Ms. Elizabeth Baysden :

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 11/15/2026.

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,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:

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:
   Uniquely Whole

   UniquelyWhole.Org

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): We are respectfully asking for $5,000.

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

I am reaching out on behalf of **Uniquely Whole**, a community organization dedicated to creating inclusive, meaningful recreational experiences for adults with special needs. We are requesting funding support from the County Recreation Department to help sustain and expand two of our core programs: the **Uniquely Whole Monthly Day Camp** and the **Uniquely Whole Choir**.

- **Uniquely Whole Monthly Day Camp**

Our Day Camp provides hands-on, engaging recreational activities that build confidence, independence, and social connection. Each month, participants enjoy themed experiences such as cooking, creative arts, movement activities, and community celebrations. These events offer structured recreation that is accessible, joyful, and deeply needed in our community.

- **Uniquely Whole Choir**

The Uniquely Whole Choir is one of our most impactful programs. It brings participants together through music, performance, teamwork, and community pride. Choir members rehearse regularly, perform at local events, and experience the joy of artistic expression in a supportive environment. This program promotes recreation through music, strengthens social bonds, and gives participants a meaningful way to contribute to the cultural life of our county.

Why We Are Seeking Support

Both programs continue to grow, and we are committed to keeping them affordable and accessible. Funding from the County Recreation Department would help us cover:

- Program supplies and materials
- Facility and rehearsal space
- Instructor and support staff
- Participant scholarships
- Transportation assistance for families who need it

Your support would directly expand recreational access for individuals who often have limited opportunities for structured, inclusive activities. Together, we can ensure these programs continue to thrive and serve even more families in our community.

Thank you for your consideration and for your commitment to inclusive recreation. I would welcome the opportunity to meet and discuss partnership possibilities.

Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? Yes, please see the attached

4. Contact Person: Andrea Raines or Catalina Velez
   Mailing Address: 1618 West Market St. Anderson, SC 29627
   Phone Number: 864-238-5737
   Email: uniquelywholedayprogram@gmail.com

5. Statement as to whether the entity will be providing matching funds:
   We have fundraisers throughout the year and accept community partner or individual donations.

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

ANDERSON COUNTY
SOUTH CAROLINA

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
renee.watts@andersoncountysc.gov

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: Anderson Chapter National Federation of the Blind.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $3500.00
3. The purpose for which the funds are being requested: Christmas Dinner and Venue Location
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: Ann Berry
   Mailing Address: 214 A Lee Street Anderson SC
   Phone Number: 864-221-1957
   Email:
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.

Ann Berry	10/27/20	
Signature	Print Name	Date

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

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:
   Mill Town Players
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $1,000 from each district
3. The purpose for which the funds are being requested:
   ✱ Attached. Auditorium renovation.
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: Will Ragland
   Mailing Address: PO Box 121, Pelzer, SC 29669
   Phone Number: (864) 915-5578
   Email: will@milltownplayers.org
6. Statement as to whether the entity will be providing matching funds:
   Absolutely.

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.

W. Ragland	Will Ragland	10-28-26
Signature	Print Name	Date

October 28, 2026

Anderson County Council
PO Box 8002
Anderson, SC 29622-8002

Dear Council members,

We truly appreciate your continued support of Mill Town Players over the years. You have played a vital role in helping us to achieve our mission of offering high quality, affordable entertainment to the residents of Anderson County for over 12 years. With ticket prices at only $18, with $16 for seniors, military, and students, we remain one of the most affordable, attended, and awarded professional community theaters in the state of South Carolina, committed to featuring all local artists, whose talent we believe is second to none.

We recently closed the Historic Pelzer Auditorium for 7 months for extensive renovation that included floor repair, new seats, handicap accessibility and safety improvements, and an upgraded sound system. We exhausted every possibility and explored every detail in making sure that all improvements were historically appropriate to the 1920 Greek Revival building, that we met all code requirements, and made the new seating as comfortable as possible. We added step lights, railing now exists wherever there is a step or slope, the 2 doors at the handicap entrance were widened, we have new carpet, the old floor was repaired and stained to its original color, we added a light and sound lock entrance vestibule with acoustic treatments, and now have spaces for wheelchairs on the front row and in elevated, level areas in the back with the ability to seat up to 8 wheelchairs at once. The new seats range in width from 21" to 24" with added depth between rows on the ground floor. I hope you'll be able to visit us soon to enjoy these new upgrades that have made the experience of all patrons more comfortable and safe.

The total cost for this renovation was $1,405,669.85, with most being covered by a generous grant from the SC Department of Parks, Recreation, and Tourism of $1,000,000. While support for this project from our patrons has been generous and steady, we now find ourselves needing to fund the final 3 invoices from Mavin Construction and Productions Unlimited. Though we were closed last season for 7 months, our audiences still represented 91 SC municipalities, 22 SC counties, and 16 other states. We are incredibly grateful that we continue to reach so many from across this Upstate community (and beyond) year after year who come to Pelzer to not only enjoy our productions, but also to visit our local restaurants.

I am writing to you today to ask you for your support once again. The final invoice to Mavin Construction is $54,387.75. The 2 open invoices to Productions Unlimited are $22,208.18 for the new sound board and $148,549.36 for the audio upgrade. We did not anticipate including the audio upgrade initially in this renovation, but with the new layout that included level wheelchair spaces on each end of the front row, we needed to use the original steps leading up to the stage and remove the old speakers that were covering them for the past 11 years. We now have speakers hanging from the ceiling, on the walls on either side of the stage, under the balcony, and up in the corners of the balcony. It has completely transformed the audio experience for the better, and compliments for the improved sound quality have been overwhelming. I am applying for other sources of funding and have been pursuing a loan, but it has been challenging since we do not own the building and have little collateral. We will also be launching a seat donation plaque campaign soon, which I think will be successful over time.

If the Council is able and interested in helping Mill Town Players get closer to completing the funding for this generational renovation, the effects would be long-lasting, well-used, and benefit our community directly and frequently. In a survey this past January taken by over 1,300 patrons, we asked what other locally producing theaters they regularly attended. We discovered that 53% of them only attend Mill Town Players performances. That says a great deal about how we are reaching a large contingency of our community that may not have experienced live theater otherwise. For that, I am truly proud.

Thank you again for your support and consideration.

With sincere gratitude,

W. Ragland

Will Ragland
Executive Artistic Director

Mill Town Players, Inc. is a 501(c)(3) nonprofit organization, Federal ID number 57-1001314.

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

MILL TOWN PLAYERS, INC.

Corporate Information

Entity Id: 00229039

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 05/02/1994

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Will Ragland

Address: 214 Lebby St.
Pelzer, South Carolina 29669

Official Documents On File

Filing Type	Filing Date
Notice of Change of Registered Office or Registered Agent or Both of a Nonprofit Corporation	10/03/2017
Amendment	07/17/2014
Change of Agent or Office	08/26/2011
Amendment	04/22/1996
Incorporation	05/02/1994

Former Names

Name	Filing Date
WILLIAMSTON HERITAGE AND ARTS COUNCIL, INC.	N/A
WILLIAMSTON HERITAGE AND ARTS COUNCIL	N/A

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