AGENDA
Special Presentation Meeting
Tuesday, October 6, 2026, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

a. 2026-060: A Resolution honoring Brian Cheek for placing ninth in the World in the Men's 50-54 division at the 2026 Masters CrossFit Games.

Hon. Chris Sullivan

b. PROCLAMATION: A Proclamation declaring October as National Disability Employment Awareness Month in Anderson County.

All Council

3. COMMISSIONING OF NEW CODE ENFORCEMENT OFFICER

Mr. Matthew Stipe

4. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 6, 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. Greg Elgin

3. APPROVAL OF MINUTES September 15, 2026

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

Tommy Dunn Chairman, District Five
Chris N. Sullivan District One
Greg Elgin District Three
M. Cindy Wilson District Seven
Brett Sanders V. Chairman, District Four
Glenn Davis District Two
Jimmy Davis District Six
Renee Watts Clerk to Council
Rusty Burns County Administrator

5. ORDINANCE THIRD READING:

a. 2026-043: An Ordinance to amend Article V of Chapter 18 of the Code of Ordinances of Anderson County, South Carolina, so as to realign the Anderson County Hazardous Materials Team, to establish a full-time hazardous materials program manager position; to provide for reporting structure and funding; and to provide for other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Matt Hogan (allotted 5 minutes)

b. 2026-046: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and Adeptus USA Holdings, LLC, a company formerly known to the county as Project Palmetto, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby such Project/Company will be provided certain credits in related qualified infrastructure; and whereby such property will be provided benefits of a multi-county industrial and business park; certifying the project as a textile mill site pursuant to the South Carolina Textiles Communities Revitalization Act; and providing for related matters. [Project Palmetto] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

c. 2026-047: An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park to include certain property of Adeptus USA Holdings, LLC; and other matters related thereto. [Project Palmetto] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND 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.

Mr. Jordan Thayer (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]

Mr. Burriss Nelson (allotted 5 minutes)

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, South Carolina and [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. [Project St Nick]

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]

Mr. Burriss Nelson (allotted 5 minutes)

e. 2026-052: 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 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 Big Brother]

Mr. Burriss Nelson (allotted 5 minutes)

f. 2026-053: 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 Big Brother]

Mr. Burriss Nelson (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2026-041: An Ordinance amending Ordinance No. 99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Green Pond Station A Voting Precinct, Anderson County, South Carolina; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

b. 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 (allotted 5 minutes)

c. 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 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. [Project Elrod]

Mr. Burriss Nelson (allotted 5 minutes)

d. 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]

Mr. Burriss Nelson (allotted 5 minutes)

e. 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]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

a. 2026-061: A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a portion of Joyo Road designated as C-13-22; and other matters related thereto. [District 3]

Mr. Jonathan Fox (allotted 5 minutes)

b. **2026-063:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Elrod hereby 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 Elrod will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Elrod]

Mr. Burriss Nelson (allotted 5 minutes)

c. **2026-064:** A Resolution authorizing and approving the assignment and assumption of the rights and obligations of the sponsor affiliate under a fee agreement by and between Anderson County, South Carolina, Harbor Freight Tools USA, Inc., and MDTH Fuse, LLC; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

d. **2026-065:** A Resolution authorizing and approving the assignment and assumption of a fee in lieu of tax and incentive agreement by and among Anderson County, South Carolina and Electrolux Home Products, Inc; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. REQUEST BY COUNCIL:

a. South Main Chapel and Mercy Center-All Districts
b. Anderson Lights of Hope-All Districts
c. Anderson County Foster Parent Association-All Districts
d. Anderson-Oconee Speech & Hearing Services-All Districts
e. Meals on Wheels Anderson-All Districts
f. First Light-All Districts
g. Belton Tennis Association-District 3
h. The Salvation Army-All Districts

10. ADMINISTRATOR'S REPORT Mr. Rusty Burns

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

12. REMARKS FROM COUNCIL

13. ADJOURNMENT

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

RESOLUTION 2026-060

A RESOLUTION HONORING BRIAN CHEEK FOR PLACING NINTH IN THE WORLD IN THE MEN'S 50-54 DIVISION AT THE 2026 MASTERS CROSSFIT GAMES.

Whereas Mr. Brian Cheek, a coach and athlete at CrossFit Electric City in downtown Anderson, earned a place at the 2026 Masters CrossFit Games after finishing fourth worldwide in the Men's 50-54 Age Group Online Semifinal; and

Whereas the Masters CrossFit Games, held July 21 through July 23, 2026, in San Jose, California, brought together the world's leading masters athletes for three days of demanding competition, and Mr. Cheek finished ninth among the twenty qualifiers in his division; and

Whereas this outstanding result followed Mr. Cheek's sixth-place finish at the 2025 Masters CrossFit Games, giving him consecutive top-ten finishes in the world and demonstrating sustained athletic excellence; and

Whereas an achievement of this magnitude reflects years of disciplined training, perseverance through difficult tests, and the willingness to return day after day to work toward a goal few athletes ever reach; and

Whereas Mr. Cheek is known within the Anderson fitness community not only for his strength and competitive ability, but also for the positive spirit, encouragement, and example he offers to those who train alongside him, bringing credit to Coach Colin Leonard, CrossFit Electric City, and Anderson County;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this 6th day of October 2026, does hereby congratulate Mr. Cheek upon his ninth-place finish in the Men's 50-54 Division at the 2026 Masters CrossFit Games, commend his remarkable dedication and achievement, and extend its pride and best wishes as he continues to represent Anderson County among the world's finest masters athletes.

FOR ANDERSON COUNTY:

_____	_____	_____	_____
Tommy Dunn, Chairman District Five	Chris Sullivan District One	Glenn Davis District Two	Greg Elgin District Three
	_____	_____	_____
	Brett Sanders District Four	Jimmy Davis District Six	M. Cindy Wilson District Seven

ATTEST:

_____	_____
Rusty Burns County Administrator	Renee Watts Clerk to Council

A PROCLAMATION DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN ANDERSON COUNTY

WHEREAS, each October, our nation observes National Disability Employment Awareness Month to recognize and celebrate the valuable contributions, skills, and talents that individuals with disabilities bring to our workplaces, communities, and economy; and

WHEREAS, the 2026 theme, "Celebrating Value and Talent," honors the contributions of Americans with disabilities throughout our nation's history and recognizes the important role they continue to play in building a strong and vibrant workforce; and

WHEREAS, meaningful employment provides individuals with disabilities opportunities for independence, economic self-sufficiency, personal fulfillment, and participation in their communities, while employers benefit from the unique perspectives, experiences, and talents of an inclusive workforce; and

WHEREAS, as Anderson County celebrates its Bicentennial in 2026, we reflect with pride on the people, accomplishments, and shared efforts that have shaped our community over the past 200 years and look forward to a future where every individual has the opportunity to contribute their talents and help shape the next chapter of Anderson County; and

WHEREAS, Anderson County recognizes the importance of inclusive employment opportunities and encourages employers, educators, workforce partners, community organizations, and citizens to celebrate the accomplishments of individuals with disabilities and work together to remove barriers to meaningful employment.

NOW, THEREFORE, the Anderson County Council, does hereby proclaim October 2026 as **NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH** in Anderson County, South Carolina and joins communities across our nation in "Celebrating Value and Talent" and encourages all citizens and employers to recognize the contributions of individuals with disabilities and promote opportunities for all to participate fully in our workforce and community.

PROCLAIMED, this 6th day of October 2026

FOR ANDERSON COUNTY:

_____

Tommy Dunn, Chairman
County Council

ATTEST:

_____

Rusty Burns
County Administrator

_____

Renee Watts
Clerk to Council

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 15, 2026
6:30 PM
Council Chambers
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, Leon Harmon, Burriss Nelson, Matt Hogan, Alesia Hunter, Jordan Thayer and Renee Watts

1. **CALL TO ORDER**- Chairman Tommy Dunn called the meeting to order at 6:32 PM

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**: The invocation and pledge of allegiance was led by Honorable Glenn Davis.

3. **APPROVAL OF MINUTES**-Ms. Wilson moved to approve the minutes for September 1, 2026, as received, seconded by Glenn Davis. The vote in favor was unanimous.

4. **CITIZENS COMMENTS**-None

5. **ORDINANCE THIRD READING:**

   a. **2026-034:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by Red Bullet 25, LLC; and other matters related thereto.
   PUBLIC HEARING-None

   Ms. Cindy Wilson moved to approve this item, seconded by Chris Sullivan.
   The vote in favor was unanimous. (7-0)

b. **2026-039:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on a parcel of land, identified as 91.65 acres on Dixon Road in Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006. [District 5]
PUBLIC HEARING-None

Mr. Dunn recused himself. Brett Sanders assumed the chair. Mr. Chris Sullivan moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

6. **ORDINANCE SECOND READING:**

a. **2026-040:** An Ordinance amending Ordinance No. 99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map, to adopt a zoning map in the Broadview Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto.

Mr. Greg Elgin moved to approve this item, seconded by Glenn Davis. The vote in favor was unanimous. (7-0)

b. **2026-043:** An Ordinance to amend Article V of Chapter 18 of the Code of Ordinances of Anderson County, South Carolina, so as to realign the Anderson County Hazardous Materials Team, to establish a full-time hazardous materials program manager position; to provide for reporting structure and funding; and to provide for other matters related thereto.

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0)
Greg Elgin noted that initial verbiage issues were resolved. Ms. Wilson emphasized the vital nature of this role, citing a high volume of call-outs over the recent years and its importance to the department's operational capacity.

7. **ORDINANCE FIRST READING:**

a. **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.

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

Ms. Wilson expressed concern regarding the funding mechanism for road repaving. While funds exist for maintenance and potholes, there is a perceived lack of capital for full repaving. Mr. Dunn clarified that these projects are typically bonded out, with landowners repaying the bond through their tax bills over a ten-year period.

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]

Mr. Brett Sanders moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0) Mr. Nelson noted this involves a Greenville County project to allow the project access to Greenville-specific incentives.

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, South Carolina and [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.

Mr. Chris Sullivan moved to approve this item, seconded by Brett Sanders. The vote in favor was unanimous. (7-0) Mr. Nelson noted this is a family-owned company from Kansas City with a capital investment of 26.5 million. The economic impact over thirty years is $33.8 million.

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]

Mr. Brett Sanders moved to approve this item, seconded by Chris Sullivan. The vote in favor was unanimous. (7-0)

e. **2026-052:** 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 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. Chris Sullivan moved to approve this item, seconded by Brett Sanders. The vote was 6-1, Jimmy Davis, Brett Sanders, Glenn Davis, Tommy Dunn, Greg

Elgin, and Chris Sullivan voted in favor, Cindy Wilson voted against the ordinance.
Ms. Wilson voiced dissent regarding the project and the broader trend of industrial spec buildings in District 7 citing infrastructure damage like what is happening on Long Road due to heavy truck traffic which caused damage to culverts and road surfaces. She expressed concern regarding the Special Source Revenue discounts, noting that in similar projects, an 85% discount reduced the $600,000 FILOT payment to just $100,000. She highlighted that developers are seeing massive profits while the County is left to fund road repairs. She stated she would vote against the ordinance. Mr. Nelson advised Council the proposed incentive was reduced from the previous 90% SSRC structure to 80% for years 1-5, 35% for years 6-15 and no incentive for years 16-30. The reduced incentive is partly in response to concerns about being more conservative with fee-in-lieu-of-tax incentives, including concerns raised by Councilmember Cindy Wilson. The company previously experienced an unexpected water infrastructure issue that resulted in approximately $1 million in additional costs, which contributed to the decision to provide additional tax assistance. The company is expected to invest approximately $34.4 million in infrastructure in Anderson County. Mr. Nelson stated the investment would create infrastructure and jobs without the County having to borrow money to build the infrastructure itself. The projected tax and community impact figures-current taxes $46,000, projected taxes $113,000, 30 year projected taxes $12 billion, first year community impact $26 billion-and-30-year community impact $38 billion.

f. **2026-053:** 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 Big Brother]

Mr. Brett Sanders moved to approve this item, seconded by Chris Sullivan. The vote was 6-1, Jimmy Davis, Brett Sanders, Glenn Davis, Tommy Dunn, Greg Elgin, and Chris Sullivan voted in favor, Cindy Wilson voted against the ordinance.

8. **RESOLUTIONS:**

a. **2026-057:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project St Nick, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project St Nick will be provided certain credits against fee payments in

reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project St Nick]

Mr. Brett Sanders moved to approve this item, seconded by Chris Sullivan. The vote in favor was unanimous. (7-0)

b. **2026-059:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Big Brother, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project/Company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.[Project Big Brother]

Mr. Glenn Davis moved to approve this item, seconded by Chris Sullivan. The vote was 6-1, Jimmy Davis, Brett Sanders, Glenn Davis, Tommy Dunn, Greg Elgin, and Chris Sullivan voted in favor, Cindy Wilson voted against the ordinance.

9. **APPROVAL OF CONCESSION SUBLEASE AGREEMENT BETWEEN LAKE HARTWELL DEVELOPMENT GROUP LLC DBA THE SHORES OF ASBURY WITH GUISELLE P. RICE DBA LA CANTINA WATERFRONT BAR AND GRILL**

This item was pulled from the agenda

10. **APPROVAL OF ANDERSON SPORTS AND ENTERTAINMENT CENTER FACILITY USE AGREEMENT TEMPLATE**

Mr. Jimmy Davis moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0)
Mr. Jimmy Davis thanked Mr. Burns for working on the agreement stating the need for the facility use agreement. Ms. Wilson stated the agreement is probably the most comprehensive and through agreement the County has ever had.

11. **APPROVAL OF RECREATION FACILITY USE AGREEMENT TEMPLATE FOR ATHLETIC FIELDS AND COURTS**

Mr. Jimmy Davis moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0)

12. **ATAX COMMITTEE RECOMMENDATIONS FY 2026-2027**

Mr. Jimmy Davis moved to approve this item, seconded by Greg Elgin. The vote in favor was unanimous. (7-0)

Mr. Davis thank the committee for the through job they did on distributing the ATAX money across all of Anderson County.

13. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

a. The Village at White Pine Subdivision-District 4
Whitebark Drive
Spruce Pine Drive
Stone Pine Drive
Shortleaf Lane
Conifer Court

Mr. Brett Sanders moved to approve this item, seconded by Glenn Davis. The vote in favor was unanimous. (7-0) Mr. Sullivan asked if the roads had to be approved. Council discussed the noted burden of private road maintenance on HOAs. Ms. Wilson asked if there are any other phases that are not complete in the subdivision. Mr. Sanders stated the no.

Chairman Dunn excused himself from the meeting and Vice Chairman Brett Sanders assumed the chair and presided over the remainder of the meeting.

14. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON TUESDAY, SEPTEMBER 15, 2026**

Chairman, Greg Elgin said there was one item on the agenda for consideration-the discussion of records management system, the data conversion for Anderson County Sheriffs Department. ACSO will be switching over to Motorola in April or May of next year. The Sheriffs office is asking to use a unified data platform with Peregrine, which will allow them to integrate the old CAD system, body cameras, in-car cameras and all their reports. Everything will go into to this one software system. They will be able to pull crime data and do searches on suspects. The only way to do that now is to go back and pull records and try to combine that information which now takes weeks and a lot of manpower. If the contract is cancelled we still own the data. Chief Brown will pay for the software for the first year out of their seized money fund. The committee voted 3-0 to purchase the software. Mr. Sanders stated that coming from committee it does not need a second. Mr. Jimmy Davis thanked the committee for going through the research and stated the County has needed this improvement. Ms. Wilson concurred with Mr. Davis and stated our communication system has had one mess after another. Mr. Sanders stated the system will identify suspects with common names, which helps with the safety of our officers, a top priority. The vote to approve was unanimous 6-0.

15. **REQUEST BY COUNCIL**

Mr. Chris Sullivan with District #1 made a motion to appropriate $500 to the Williamston Action Community Club, $500 to Anderson Pregnancy Care and $500

to Shock City Jeep Club, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Greg Elgin with District #3 made a motion to appropriate $250 to Williamston Actin Community Club, $250 to Anderson Pregnancy Care, and $750 to Shock City Jeep Club seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Glenn Davis with District #2 made a motion to appropriate $500 to Williamston Action Community Club, $1,000 to Anderson Pregnancy Care, $500 to Shock City Jeep Club and $1,500 to P&D Ministries. seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Jimmy Davis with District #6 made a motion to appropriate $250 to Anderson Pregnancy Care and $250 to Shock City Jeep Club seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

12. **ADMINISTRATORS REPORT**

Mr. Burns stated nothing at this time.

13. **CITIZENS COMMENTS**

Ms. Carol Mercer wanted County Council to be aware of the importance of regular bathymetry studies of Lake Hartwell, Russell, and Thurmond. She stated the lakes are essential infrastructure for South Carolina, supporting water supply, flood control, hydropower, water quality, wildlife, and recreation. She explained that the bathymetry surveys provide detailed information about lake bottoms, including sediment accumulation and changes in water storage capacity. She stated Lake Hartwell has lost approximately 14.5% of its capacity since it was filled in 1962 and stressed that the three interconnected reservoirs are managed as a system by the US Army Corps of Engineers. On behalf of the Lake Hartwell Association, she respectfully requested that County Council join Georgia counties Hart and Franklin in sending a letter of support to South Carolina's congressional delegation requesting that funding for bathymetry studies of Lakes Hartwell, Russell, and Thurman be included in the Water Resources Development Act (WRDA) of 2026. The speaker stated that the request is particularly important given Lake Hartwell's lower conservation pool of 656 feet and the reduction in storage capacity of nearly 73 billion gallons.

14. **REMARKS FROM COUNCIL**

Mr. Greg Elgin wanted to thank Matt Hogan and others who helped with the Annual 911 Walk from Rock Springs Church to Belton Fire Department. There was about a hundred and twenty-five people who attended. He was thankful to have EMS on hand to help.

15. **ADJOURNMENT**

Mr. Brett Sanders adjourned the meeting at 7:08 pm

Link to video of meeting:
https://www.youtube.com/watch?v=DZ_sKq0DoKE&t=161s

ORDINANCE NO. 2026-043

AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 18 OF THE CODE OF ORDINANCES OF ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO REALIGN THE ANDERSON COUNTY HAZARDOUS MATERIALS TEAM; TO ESTABLISH A FULL-TIME HAZARDOUS MATERIALS PROGRAM MANAGER POSITION; TO PROVIDE FOR REPORTING STRUCTURE AND FUNDING; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council recognizes that industrial, commercial, and transportation growth within the county has increased the manufacture, storage, use, and transportation of hazardous substances; and

WHEREAS, the County maintains a Hazardous Materials Team to protect the health, safety, and welfare of its citizens; and

WHEREAS, County Council finds that ensuring operational readiness necessitates effective coordination with all responding agencies and adequate administrative, technical, and logistical support through the establishment of a full-time Hazardous Materials Program Manager employed by Anderson County and reporting to Anderson County Administration.

NOW, THEREFORE, BE IT ORDAINED by Anderson County Council, in meeting duly assembled:

1. That section 18-176 and sections 18-206 through 18-210 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as follows:

Sec. 18-176. – Establishment; Purpose; Administration.

(a) Anderson County recognizes that the manufacture, storage, use, and transportation of hazardous substances within the county present potential risks to public health, safety, property, and the environment.

(b) There is hereby continued and formally structured the Anderson County Hazardous Materials Team (hereinafter referred to as the "HazMat Team") for the purpose of responding to incidents involving the actual or threatened release of hazardous materials.

(c) The Hazardous Materials Team shall work and coordinate operations with all responding agencies, with support provided by a full-time Hazardous Materials Program Manager employed by Anderson County.

(d) The Hazardous Materials Program Manager shall report directly to Anderson County Administration.

(e) The Hazardous Materials Program Manager position shall be funded through the County General Fund, with salary and benefits established through the annual county budget process.

(f) The Hazardous Materials Program Manager shall serve in a support capacity to the Hazardous Materials Team. All duties and responsibilities of the Hazardous Materials Program Manager shall be defined in an official job description approved in accordance with Anderson County's established personnel policies and procedures.

(g) A standing LEPC subcommittee shall be established and composed of representatives from all relevant stakeholder groups to review team readiness in supporting the county's chemical emergency response plans, as well as its long-term objectives and needs. This subcommittee shall meet at least biannually and provide an annual report to the LEPC and Anderon County Administration.

Sec. 18-206. – Purpose and Authority.

(a) The purpose of this division is to provide stable and adequate funding for the continued operation, readiness, training, equipment, and administration of the County Hazardous Materials Team.

(b) This division is enacted pursuant to the County's home rule authority under the laws of the State of South Carolina.

Sec. 18-207. – Applicability.

(a) This division shall apply to:

1. Every owner or operator of a facility required to file Tier II reports pursuant to Sections 311 or 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA).
2. Every person or entity transporting hazardous materials in or through Anderson County; and
3. All retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site; and
4. Any commercial or industrial facility storing, handling, manufacturing, or using hazardous materials in quantities requiring federal or state reporting.

(b) The obligations imposed herein are in addition to all other federal, state, or local requirements.

Sec. 18-208. – Annual Hazardous Materials Fee.

(a) An annual hazardous materials fee is hereby imposed on each facility location required to file an annual Tier II report pursuant to the Emergency Planning and Community Right-to-Know Act (EPCRA) and all retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site.

(b) Fees shall be assessed on a per-substance, per-location basis and shall be calculated according to the average daily quantity stored.

(c) Each substance shall be classified as either a Hazardous Substance or an Extremely Hazardous Substance (EHS) in accordance with Title 40 of the Code of Federal Regulations (CFR), and fees shall be assessed accordingly.

(d) The fee schedule shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Anderson County Emergency Management Division, shall review the fee schedule annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(e) All fees shall be due within sixty (60) days of invoice issuance unless otherwise specified.

(f) Any fee not paid within sixty (60) days shall be considered delinquent and may be subject to penalties, interest, and collection actions as permitted by law.

(h) The County shall pursue all lawful means necessary to collect unpaid fees, including reasonable attorney fees, court costs, and collection costs.

Sec. 18-209. – Cost Recovery for Hazardous Materials Incidents.

(a) Any person or entity responsible for the release, threatened release, discharge, spill, or improper handling of hazardous materials requiring response by the County Hazardous Materials Team shall be liable for all actual and reasonable response costs incurred by the County.

(b) The rates shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Hazard Material Program Manager and HazMat Team, shall review the rates annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(c) The County shall issue an itemized invoice of materials. Payment shall be due within sixty (60) days of receipt.

(d) Any invoice not paid within sixty (60) days shall be delinquent. A penalty of five percent (5%) of the original invoice amount shall be added for each month, or portion thereof that the invoice remains unpaid, not to exceed one hundred percent (100%) of the original invoice amount.

(e) The County may pursue civil action or any lawful remedy to recover unpaid costs, including attorney fees and court costs.

Sec. 18-210. – Hazardous Materials Team Fund.

(a) All income collected pursuant to this division shall be placed in a special revenue fund and expended only for funding the hazardous materials team.

(b) At the end of the fiscal year, all unexpended income will be applied to the next fiscal year.

(c) All purchases shall comply with county procurement policies and applicable law.

2. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered Sec. 18-211, which reads as follows:

Sec. 18-211. – Enforcement.

(a) Fees and costs imposed under this division constitute legal obligations owed to the County.

(b) The County may pursue civil remedies to enforce this division and recover all amounts due.

(c) Each day a violation continues may constitute a separate offense as permitted by law.

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 6th day of October 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5 Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 21, 2026
Second Reading: September 15, 2026
Third Reading: October 6, 2026

Public Hearing: October 6, 2026

ORDINANCE NO. 2026-046

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ADEPTUS USA HOLDINGS, LLC, A COMPANY FORMERLY KNOWN TO THE COUNTY AS PROJECT PALMETTO, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND WHEREBY SUCH PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS IN RELATED QUALIFIED INFRASTRUCTURE; AND WHEREBY SUCH PROPERTY WILL BE PROVIDED THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK; CERTIFYING THE PROJECT AS A TEXTILE MILL SITE PURSUANT TO THE SOUTH CAROLINA TEXTILE COMMUNITIES REVITALIZATION ACT; 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, Code of Laws of South Carolina, 1976, as amended (the ***"FILOT Act"***), and Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (collectively, 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 August 4, 2026 (the ***"Inducement Agreement"***) with Adeptus USA Holdings, LLC, a Delaware limited liability company (the ***"Company"***) (which was formerly known to the County at the time as ***"Project Palmetto"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County located at that certain piece of real property located at 1205 Hamby Road, Honea Path, South Carolina 29654 and further identified by the Anderson County TMS#s 266-00-07-006 and 266-00-08-002 (together, the ***"Property"***), with improvements thereon (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $215,560,000 and the creation of 217 new jobs in the County by December 31 of the eighth year after the first year which any portion of the Project is first placed in service; 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 the Multi-County Park Act, 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 Sections 12-65-10 *et. seq.*, of the Code of Laws of South Carolina 1976, as amended (the ***"Textile Communities Revitalization Act"***) the County acting by and through its County Council is authorized to certify the textile mill site made by an ordinance or binding resolution of the County as long as the ordinance or binding resolution contains certain findings found in Section 12-65-60 of the Textile Communities Revitalization Act; and

WHEREAS, the Company is, or will be, the owner and developer of the Property, which includes a "textile mill site" within the meaning of the Textile Communities Revitalization Act; and

WHEREAS, no portion of the Property has at any time been placed in service by the Company;

WHEREAS, the Property is located within the unincorporated limits of the County; and

WHEREAS, it is the intent of the Company to pursue only the credit against income taxes pursuant to Section 12-65-30(A)(2) of the Textile Communities Revitalization Act; and

WHEREAS, the Company has requested that the County, by way of binding ordinance, certify that the Property is a "textile mill" that has been "abandoned", and the geographic area of the textile mill site is consistent with the "textile mill site" as defined in and used in Section 12-65-60 of the Textile Communities Revitalization Act; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. The County hereby finds that the Property (1) is a "textile mill site" that was a "textile mill" as defined in, and used in, Section 12-65-20(3) of the Textile Communities Revitalization Act; (2) is a "textile mill site" that has been "abandoned" as defined in, and used in, Section 12-65-20(1) of the Textile Communities Revitalization Act; and (3) the geographic area of the "textile mill site" is consistent with Section 12-65-20(4) of the Textile Communities Revitalization Act. The County therefore finds and certifies that the Property is a qualified "textile mill site" pursuant to the requirements of Section 12-65-60 of the Textile Communities Revitalization Act.

Section 5. 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 (the ***"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 millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 5 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 6. 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 7. 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 6th day of October 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading:	August 18, 2026
Second Reading:	September 1, 2026
Public Hearing:	October 6, 2026
Third Reading:	October 6, 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 August 18, 2026, September 1, 2026, and October 6, 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

ADEPTUS USA HOLDINGS, LLC

Dated as of October 6, 2026

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 7

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 8
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 8

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 10
SECTION 3.02 DILIGENT COMPLETION 10
SECTION 3.03 FILINGS AND REPORTS 10

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 12
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 13
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 14
SECTION 4.04 REMOVAL OF EQUIPMENT 15
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 15
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 15

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 17
SECTION 5.02 RIGHTS TO INSPECT 17
SECTION 5.03 CONFIDENTIALITY 17
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 18
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 18
SECTION 5.06 INDEMNIFICATION COVENANTS 18
SECTION 5.07 QUALIFICATION IN STATE 19
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 19
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 19
SECTION 5.10 ADMINISTRATION EXPENSES 20
SECTION 5.11 PRIORITY LIEN STATUS 20
SECTION 5.12 INTEREST; PENALTIES 20
SECTION 5.13 SPONSOR AFFILIATES 21

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 22
SECTION 6.02 REMEDIES UPON DEFAULT 22
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 23
SECTION 6.04 NO WAIVER 23

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....24
SECTION 7.02 BINDING EFFECT....24
SECTION 7.03 COUNTERPARTS 25
SECTION 7.04 GOVERNING LAW....25
SECTION 7.05 HEADINGS....25
SECTION 7.06 AMENDMENTS....25
SECTION 7.07 FURTHER ASSURANCE 25
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....25
SECTION 7.09 TERMINATION BY COMPANY....26
SECTION 7.10 ENTIRE UNDERSTANDING 26
SECTION 7.11 WAIVER 26
SECTION 7.12 BUSINESS DAY....26
SECTION 7.13 FACSIMILE/SCANNED SIGNATURES……..26
SECTION 7.14 DISTRIBUTION OF FILOT PAYMENT REVENUE BY THE COUNTY…….26

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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:	**Adeptus USA Holdings, LLC**	**Project Name:**	**Project Palmetto**
Projected Investment:	**$215,560,000**	**Projected Jobs:**	**217**
Location (street):	**1205 Hamby Rd, Honea Path, SC 29564**	**Tax Map No.:**	**266-00-08-002 & 266-00-07-006**
Attorney	John F. Wall IV (jwall@burr.com)	**Attorney Firm**	Burr & Forman LLP
1. FILOT			
Required Investment:	$150,000,000		
Investment Period:	8 years w/ 5-year extension	Ordinance No./Date:	**2026-046 / Oct. 6, 2026**
Assessment Ratio:	4% Fixed	Term (years):	40 years with 10-year extension for each phase
Fixed Millage:	Yes, 363.25 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve $2,500,000 (or $5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest. If the Enhanced Minimum Investment Requirement is not met during the Investment Period, the assessment ratio shall be increased to 6% prospectively and the Company and any Sponsor Affiliates shall pay the County the difference between the 4% and 6% assessment ratio for past FILOT payments and any Deficiency Amount for the period through and including the end of the Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
3. SSRC			
Total Amount:	50% for Years 1-5; 40% for Years 6-10, and 25% for Years 11-15		
No. of Years	15 years		
Yearly Increments:	Yes. See above.		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement by the end of the fifth year or fails to create 100 new, full-time jobs by the end of the fifth year, the Special Source Credits will be reduced prospectively to 25%. If remedy is made by the end of the eighth tax year, SSRC amounts will be restored prospectively as appropriate to the scheduled investments and time periods.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the **"*Fee Agreement*"**) is made and entered into as of October 6, 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 **ADEPTUS USA HOLDINGS, LLC**, a company previously identified as Project Palmetto, a limited liability company organized and existing under the laws of the State of Delaware (the **"*Company*"**).

RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on October 6, 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.

"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 Adeptus USA Holdings, LLC, a Delaware limited liability company, its affiliates and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $150,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and 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.

"Enhanced Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending eight (8) years after the Commencement Date.

"Enhanced Minimum Investment Requirement" shall mean either (a) aggregate investment by the Company and any Sponsor Affiliates in the Project of at least four hundred million dollars ($400,000,000) or (b)(i) investment by the Company and any Sponsor Affiliates in the Project of at least one hundred fifty million dollars ($150,000,000) and (ii) creation of at least one hundred twenty-five (125) new, full-time jobs at the Project.

"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 Enhanced Investment Period, unless the provisions of Section 4.03(b) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period; provided, however that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period or the Enhanced Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by an additional five (5) years beyond the Enhanced Investment Period to the end of the thirteenth (13^{th}) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2027, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2040.

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

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

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

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

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

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

"Textile Communities Revitalization Act" shall mean Title 12, Chapter 67 of the Code, and all future acts amendatory thereto and as set forth with respect to such term in the recitals to this Agreement.

"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 49th 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 50 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; and provided further, that if this Fee Agreement is extended in accordance with the terms hereof, the Termination Date shall mean the date of such extension.

"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 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.

(f) The County shall provide the Company with manufacturing training space, equipment storage space, or both in the County's 1428 incubator space, if available.

(g) The County shall provide the Company with a dedicated County Liaison to assist with all facets of locating, permitting, and start-up activities, if available.

(h) The County shall provide the Company with a construction "One-Stop" for the Company to present the project to all utility representatives and all federal, state, and local permitting agencies and shall cover all initial Company start-up needs within two hours or less, if available.

(i) The County shall coordinate and provide the Company with a Hiring/HR "One-Stop" to the Company for the Company to present the Project to all County Workforce Development Collaborative members, including but not limited to readySC and Tri-County Technical College and other organizations that have training funds to prepare job seekers for interview opportunities, if available.

(j) The County shall act as a pass through agent and facilitatory for addressing qualifying infrastructure on: (a) any utility company grants that might be eligible to the Company and (b) SC Coordinating Council for Economic Development grants, if available.

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

(e) 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.

(f) The Company, together with any Sponsor Affiliates, shall maintain a minimum of one hundred (100) jobs through the end of the tenth (10^{th}) year from the Commencement Date of the Fee Agreement.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 217 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of four percent (4%) 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 49 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 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 invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of fifteen (15) consecutive years in an amount equal to 50% of each of the first five (5) years of payments in lieu of taxes pursuant to the Park Agreement, 40% of each of the sixth (6th) through the tenth (10th) years of payments in lieu of taxes pursuant to the Park Agreement, and 25% of each of the eleventh (11^{th}) through the fifteenth (15th) years of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Should either the Contract Minimum Investment Requirement not be met or 100 new, full-time jobs not be created by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall be reduced to 25%. However, if the Company meets the Contract Minimum Investment Requirement and creates 100 new, full-time jobs by the end of the eighth (8^{th}) year from the Commencement Date, the Special Source Credits will be restored prospectively as appropriate to the scheduled percentages and time periods in Section 4.02(a) hereof.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project

at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to: (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of ad valorem taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, shall fail to meet the Enhanced Minimum Investment Requirement by the end of the Investment Period, then beginning with the FILOT Payment due January 15 of the second (2nd) year following the final year of the Investment Period, the FILOT Payments shall be prospectively computed in the manner set forth in Section 4.01(a) hereof, except that (i) an assessment ratio of six percent (6%) shall be substituted for four percent (4%). Further, in such event, (A) the Company and any Sponsor Affiliates shall make, or cause to be made, payment to the County of (i) an amount equal to the difference between the FILOT Payments theretofore made by the Company and such Sponsor Affiliates with respect to the portions of the Project placed in service during the Investment Period and the FILOT Payments which would have been theretofore due from the Company and such Sponsor Affiliates with respect to the Project had the assessment ratio been applied at six percent (6%), plus (ii) an amount equal to the Deficiency Amount with respect to the remaining portion of the Project (that is, the portion placed in service after the Investment Period), with interest on such Deficiency Amount at the statutory rate for the late payment of *ad valorem* taxes, and (B) the Investment Period hereunder shall be deemed to be the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided,*

however, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

Section 5.02 Certification of the Project as Qualifying for Credits under the Textile Communities Revitalization Act

The County has found and certified, by an ordinance enacted on October 6, 2026, that the Project (1) is a "textile mill site" that was a "textile mill" as defined in, and used in, Section 12-65-20(3) of the Textile Communities Revitalization Act; (2) is a "textile mill site" that has been "abandoned" as defined in, and used in, Section 12-65-20(1) of the Textile Communities Revitalization Act; and (3) the geographic area of the "textile mill site" is consistent with Section 12-65-20(4) of the Textile Communities Revitalization Act. Under the Textile Communities Revitalization Act, and specifically Section 12-65-60 thereof, the Company may conclusively rely upon this certification in determining the credit allowed as long as the Company include a copy of the County Ordinance certifying the Project on its first return for which the credit is claimed and otherwise meets the other required criteria under the Textile Communities Revitalization Act.

Section 5.03 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 5.04 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 5.05 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 5.06 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 5.07 Indemnification Covenants

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

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

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

Section 5.08 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 5.09 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 5.10 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 5.11 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 associated with the County's legal fees for the review of this Fee Agreement and the related documents will be $7,500.

Section 5.12 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 5.13 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 5.14 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 or Enhanced 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:
Adeptus USA Holdings, LLC
Attn: Shawn Hulse
845 Mistover Drive
Monroe, VA 24574
shawn.hulse@adeputs.com

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

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
jwall@burr.com

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Revenues generated for the MCIP 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 7.14 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman of County Council

ATTEST:

By:_____
County Administrator

_____
Clerk to County Council of
Anderson County, South Carolina

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

ADEPTUS USA HOLDINGS, LLC

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain parcel or tract of land in Honea Path Township, Anderson County, South Carolina, and in School District Number 2 of said County containing 105.142 acres, more or less, and being composed of four (4) contiguous parcels acquired by the grantor as follows:

80 3/4 acres from Louis S. Horton Company, Inc., by deed dated November 17, 1963, and recorded in the Office of the Clerk of Court for said County in Deed Book 9-D at Page 456.

0.262 acres from J. Harold Burton by deed dated April 1, 1964, and recorded in said Office in Deed Book 9-D, at Page 453.

22.05 acres from Mrs. Myrtie Dickert Cummings by deed dated July 1, 1964, and recorded in said Office in Deed Book 13-V, at Page 448.

2.424 acres from J.M. and Retha C. Shearer by deed dated May 26, 1967, and recorded in said Office in Deed Book 15-D at page 223.

LESS AND EXCEPTING HOWEVER, THE FOLLOWING THREE PARCELS:

A parcel containing 0.344 acres conveyed to J. Harold Burton by deed recorded in Deed Book 16-W, at Page 623.

AND

ALL that certain piece, parcel or lot of land situate, lying and being in Honea Path Township, Anderson County, South Carolina, being shown and designated as Tract #1 to contain 12.17 acres, more or less, as shown on a plat entitled "Survey for: Belton Industries, Inc.," prepared by Bauknight & Associates, Inc. Land Surveying, dated December 5, 2024, and recorded on December 6, 2024, in Plat Book S3213 at Page 6, in the Anderson County Register of Deeds Office. Reference is hereby made to said plat of record for a more complete and accurate metes and bounds description thereof.

AND

ALL that certain piece, parcel or lot land situate, lying and being in Honea Path Township, Anderson County, South Carolina, being shown and designated as Tract #2 to contain 29.78 acres, more or less, as shown on a plat entitled "Survey for: Belton Industries, Inc.," prepared by Bauknight & Associates, Inc. Land Surveying, dated December 5, 2024, and recorded on December 6, 2024, in Plat Book S3213 at Page 6, in the Anderson County Register of Deeds Office. Reference is hereby made to said plat of record for a more complete and accurate metes and bounds description thereof.

This being a portion of the same property conveyed unto Belton Industries, Inc. a South Carolina Corporation, by Deed from Belton Realty Company, Inc., dated August 29, 1980, and recorded on September 11, 1980, in Deed Book 19-K at Page 654 in the Office of the Register of Deeds for Anderson County.

TMS Nos.: 266-00-08-002 and 266-00-07-006

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of October 6, 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 _____ (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 October 6, 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 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. 2026-047

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF ADEPTUS USA HOLDINGS, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance 2010-026 enacted November 16, 2010, by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

First Reading:	August 18, 2026
Second Reading:	September 1, 2026
Public Hearing:	October 6, 2026
Third Reading:	October 6, 2026

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

Project Palmetto [Adeptus USA Holdings, LLC] Property Description

ALL that certain parcel or tract of land in Honea Path Township, Anderson County, South Carolina, and in School District Number 2 of said County containing 105.142 acres, more or less, and being composed of four (4) contiguous parcels acquired by the grantor as follows:

80 3/4 acres from Louis S. Horton Company, Inc., by deed dated November 17, 1963, and recorded in the
Office of the Clerk of Court for said County in Deed Book 9-D at Page 456.

0.262 acres from J. Harold Burton by deed dated April 1, 1964, and recorded in said Office in Deed Book 9-D, at Page 453.

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TMS Nos.: 266-00-08-002 and 266-00-07-006

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 August 18, 2026, September 1, 2026 and October 6, 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

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 _____ 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: _____

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 __ day of _____, 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: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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

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

_____
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 [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 _____, 2026 an inducement resolution (the ***"Inducement Resolution"***) with respect to certain proposed investment by [Project St Nick], a _____ (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 _____ day of _____, 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: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 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 _____, 2026, _____, 2026, and _____, 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

[PROJECT ST NICK]

Dated as of _____, 2026

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 6

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 7

ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 8
SECTION 3.02 DILIGENT COMPLETION 8
SECTION 3.03 FILINGS AND REPORTS 8

ARTICLE IV
FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 10
SECTION 4.02 SPECIAL SOURCE CREDITS 11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENT 12
SECTION 4.04 REMOVAL OF EQUIPMENT 13
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 13

ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 15
SECTION 5.02 RIGHTS TO INSPECT 15
SECTION 5.03 CONFIDENTIALITY 15
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 15
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 16
SECTION 5.06 INDEMNIFICATION COVENANTS 16
SECTION 5.07 QUALIFICATION IN STATE 17
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 17
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 17
SECTION 5.10 ADMINISTRATION EXPENSES 18
SECTION 5.11 PRIORITY LIEN STATUS 18
SECTION 5.12 INTEREST; PENALTIES 18
SECTION 5.13 SPONSOR AFFILIATES 18

ARTICLE VI
DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 20
SECTION 6.02 REMEDIES UPON DEFAULT 20
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 21
SECTION 6.04 NO WAIVER 21

ARTICLE VII
MISCELLANEOUS

SECTION 7.01 NOTICES....22
SECTION 7.02 BINDING EFFECT....22
SECTION 7.03 COUNTERPARTS....23
SECTION 7.04 GOVERNING LAW....23
SECTION 7.05 HEADINGS....23
SECTION 7.06 AMENDMENTS....23
SECTION 7.07 FURTHER ASSURANCE....23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....23
SECTION 7.09 TERMINATION BY COMPANY....23
SECTION 7.10 ENTIRE UNDERSTANDING....24
SECTION 7.11 WAIVER....24
SECTION 7.12 BUSINESS DAY....24
SECTION 7.13 FACSIMILE/SCANNED SIGNATURES....24

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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

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

Company Name:	***To be provided***	**Project Name:**	**Project St Nick**
Projected Investment:	**$26,500,000**	**Projected Jobs:**	**N/A**
Location (street):	***To be provided***	**Tax Map No.:**	***To be provided***
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 _____, 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 [PROJECT ST NICK], a _____ organized and existing under the laws of the State of _____ (the **"*Company*"**).

RECITALS

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

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

_____
_____
_____
_____

With a copy to:

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

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

[PROJECT ST NICK]

_____

Name:_____

Its:_____

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

EXHIBIT A

LEGAL DESCRIPTION

[*To be added*]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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 _____ (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 _____, 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 _____ day of _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Chairman, Anderson County Council

Attest:

By:_____
Clerk to Anderson County Council

FORM APPROVED BY:

_____
County Attorney

First Reading: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 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

To be added

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

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

_____
Clerk, Anderson County Council

Dated: _____, 2026

ORDINANCE NO. 2026-052

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 BIG BROTHER 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 _____, 2026 (the ***"Inducement Agreement"***) with [Project Big Brother] (the ***"Company"***) (which was known to the County at the time as ***"Project Big Brother"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial (manufacturing, distribution, or commercial) facility in the County (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $34,400,000, but not less than $29,000,000, in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Revenues generated for the Multi County Park established by the Multi-County Park Act 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:

(i) 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;

(ii) 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;

(iii) 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;

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

(v) 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 2019-042.

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.

ENACTED in meeting duly assembled this __ day of _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

Approved as to Form:

_____
Leon C. Harmon
County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

_____
Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 20__

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT BIG BROTHER]

Dated as of _____, 2026

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 7

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 8
SECTION 3.02 DILIGENT COMPLETION 8
SECTION 3.03 FILINGS AND REPORTS 8

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 12
SECTION 4.04 REMOVAL OF EQUIPMENT 13
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 13

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 15
SECTION 5.02 RIGHTS TO INSPECT 15
SECTION 5.03 CONFIDENTIALITY 15
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 16
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 16
SECTION 5.06 INDEMNIFICATION COVENANTS 16
SECTION 5.07 QUALIFICATION IN STATE 17
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 17
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 17
SECTION 5.10 ADMINISTRATION EXPENSES 18
SECTION 5.11 PRIORITY LIEN STATUS 18
SECTION 5.12 INTEREST; PENALTIES 18
SECTION 5.13 SPONSOR AFFILIATES 19

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 20
SECTION 6.02 REMEDIES UPON DEFAULT 20
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 21
SECTION 6.04 NO WAIVER 21

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....22
SECTION 7.02 BINDING EFFECT....22
SECTION 7.03 COUNTERPARTS 23
SECTION 7.04 GOVERNING LAW....23
SECTION 7.05 HEADINGS....23
SECTION 7.06 AMENDMENTS....23
SECTION 7.07 FURTHER ASSURANCE 23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....23
SECTION 7.09 TERMINATION BY COMPANY....23
SECTION 7.10 ENTIRE UNDERSTANDING 24
SECTION 7.11 WAIVER 24
SECTION 7.12 BUSINESS DAY....24

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[Project Big Brother]	**Project Name:**	Project Big Brother
Projected Investment:	$34,400,000	**Projected Jobs:**	N/A
Location (street):	[To come]	**Tax Map No.:**	[To come]
1. FILOT			
Required Investment:	$29,000,000		
Investment Period:	Five (5) years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	359.01	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Full prospective and retroactive clawback of the FILOT benefit if Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement ($29,000,000) in the Project during the Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
3. SSRC			
Total Amount:	For each Phase of investment, 80% for the First Credit Period and 35% for the Second Credit Period.		
No. of Years	15 years total		
Yearly Increments:	See above		
Clawback information:	Full prospective and retroactive clawback of the SSRC benefit if the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement ($29,000,000) in the Project prior to the end of the Investment Period.		

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 _____, 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 [**PROJECT BIG BROTHER**, a _____ organized and existing under the laws of the State of _____] (the **"*Company*"**).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new industrial (manufacturing, distribution, or commercial) 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 _____, 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.

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

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

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

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $29,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Net Park Fees" shall have the meaning given such term in Section 4.07 of this Fee Agreement.

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

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

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

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

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

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

"Special Source 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.

"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 359.01 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 lease the Project to an operating tenant for manufacturing, distribution, or commercial use, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (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, 20__.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 359.01 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 and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and all Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's and all Sponsor Affiliates' first five (5) consecutive FILOT Payments (the "***First Credit Period***") for each Phase of investment in the Project in an amount equal to eighty percent (80%), and the Company's and all Sponsor Affiliates' next ten (10) consecutive FILOT Payments thereafter (the "***Second Credit Period***") for each Phase of investment in the Project in an amount equal to thirty five percent (35%), of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to the project, calculated and applied after payment of the amount due to the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source 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 Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120^{th}) day following the last day of the Investment Period.

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

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "***Deficiency Amount***") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (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 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

Section 4.07 MCIP Revenues

Revenues generated for the MCIP 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:

(i) 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;

(ii) 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;

(iii) 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;

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

(v) 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 4.07 shall have the meaning assigned to such terms pursuant to County Ordinance 2019-042.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty four (24) months. The County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed twenty four (24) months, shall not be deemed a "cessation of operations" hereunder. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

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

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding the foregoing, the Company shall be required to pay Administration Expenses (including attorneys' fees of the County) in the amount of $6,000 for the initial negotiation, review, and approval of this Fee Agreement and related documents.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the

same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

_____
Attn: _____
_____
_____

With a copy to:

_____
_____
_____
_____

If to the County:

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

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 29622

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL) By:_____
Chairman of County Council

ATTEST:

_____
County Administrator

_____
Clerk to County Council of
Anderson County, South Carolina

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

[PROJECT BIG BROTHER]

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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__.

[PROJECT BIG BROTHER]

_____
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 _____, 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 Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

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

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

[PROJECT BIG BROTHER]

_____
Name:_____
Its:_____

ORDINANCE NO. 2026-053

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

WHEREAS, pursuant to Ordinance No. 2010-026 enacted November 16, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

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

WHEREAS, in connection with certain incentives being offered by Anderson County to a certain company currently or formerly known to Anderson County as Project Big Brother, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

DONE in meeting duly assembled this ____ day of _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

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

Approved as to Form:

_____
Leon C. Harmon
County Attorney

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

Project Big Brother Property Description

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

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

_____
Clerk, Anderson County Council

Dated:

ORDINANCE #2026-041

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

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

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Green Pond Station A Voting Precinct, subsequent to the referendum in the Green Pond Station A Voting Precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission will hold a duly advertised Public Hearing on October 13, 2026 at which time it will review the Anderson County Current Land Use Plan, Anderson County Future Land Use Plan, as well as, the proposed zoning map of the Green Pond Station A Voting Precinct and make recommendations to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 17, 2026, regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Green Pond Station A Voting Precinct, in a duly advertised will conduct a referendum on November 3, 2026, to express their desires with respect to zoning on and in the Green Pond Station A Voting Precinct;

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

1. The Anderson County Council hereby adopts the attached zoning map of the Green Pond Station A Voting Precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 17th day of November 2026.

ATTEST:

_____ _____

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

_____

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

_____

Leon Harmon, County Attorney

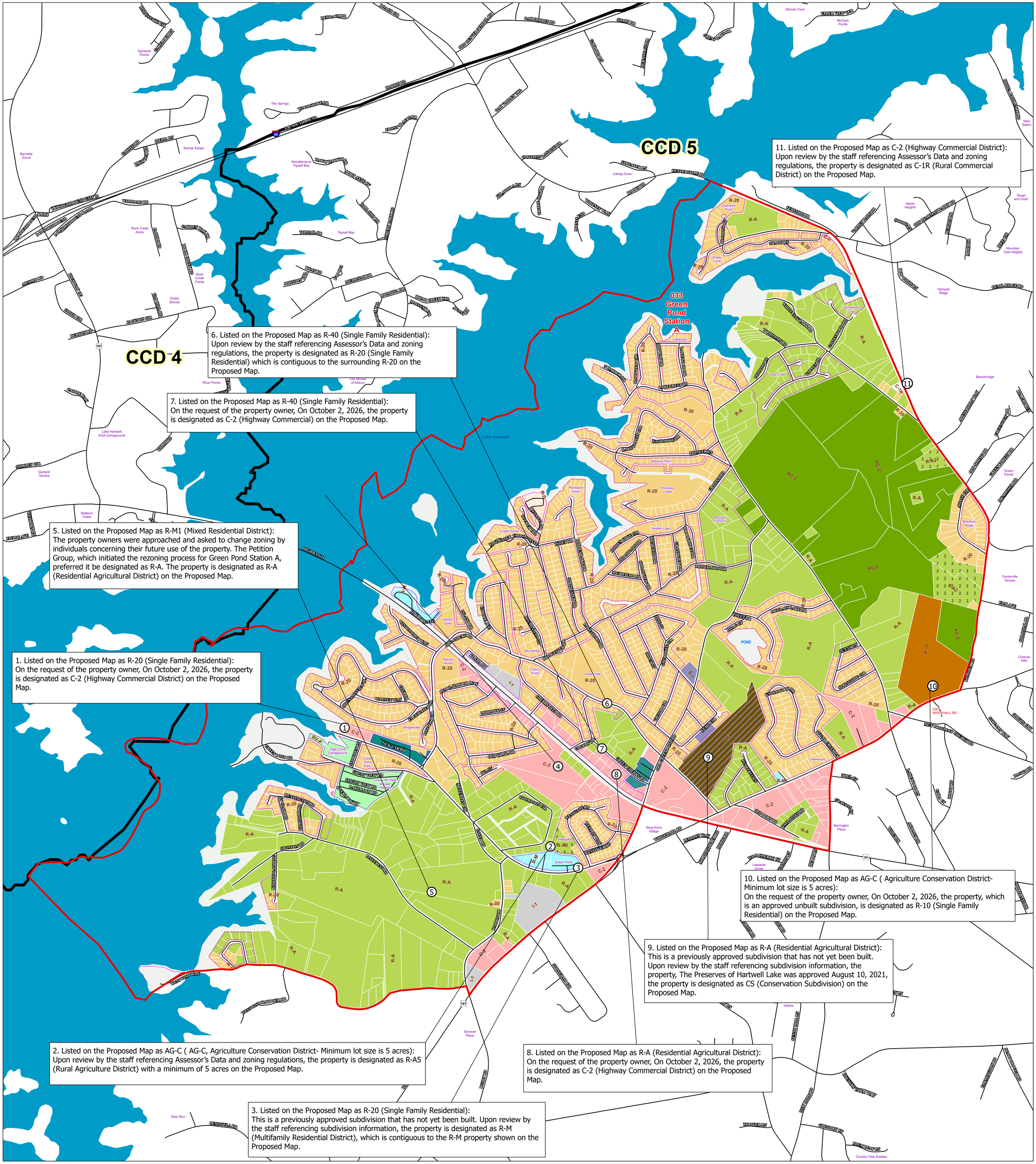
1st Reading: October 6, 2026

2nd Reading: October 20, 2026

3rd Reading: November 17, 2026

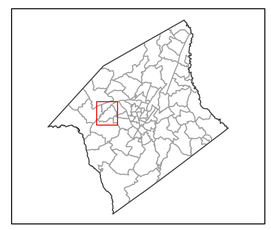
Public Hearing: November 17, 2026

Anderson County District 5: 033 Green Pond Station A Precinct Proposed Zoning



Legend

- Green Pond Station A Precinct
- County Council Districts
- Lakes
- Subdivisions
- Roads
- Polling Places
- Parcel Zoning: Green Pond Station A



N W E S

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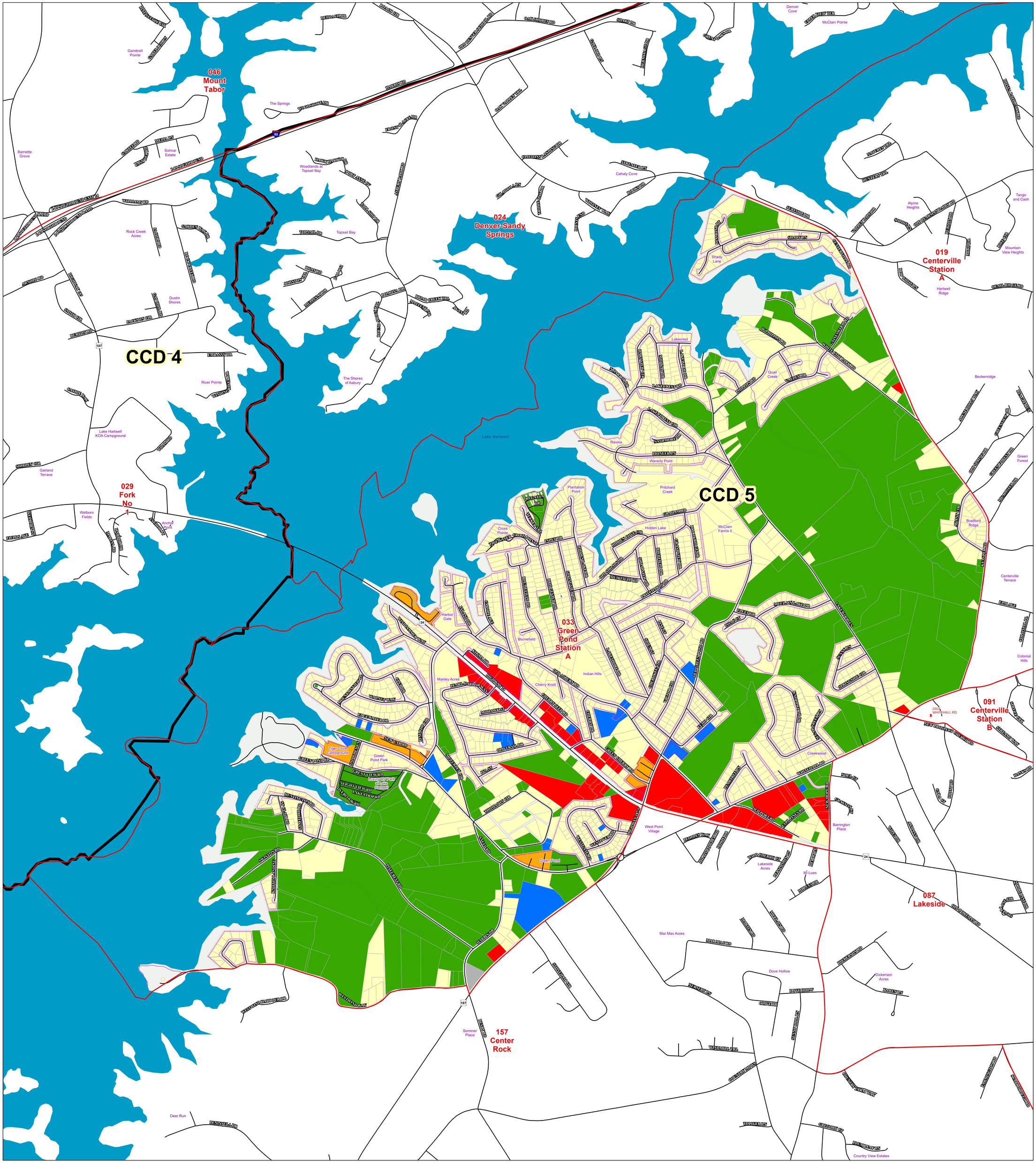
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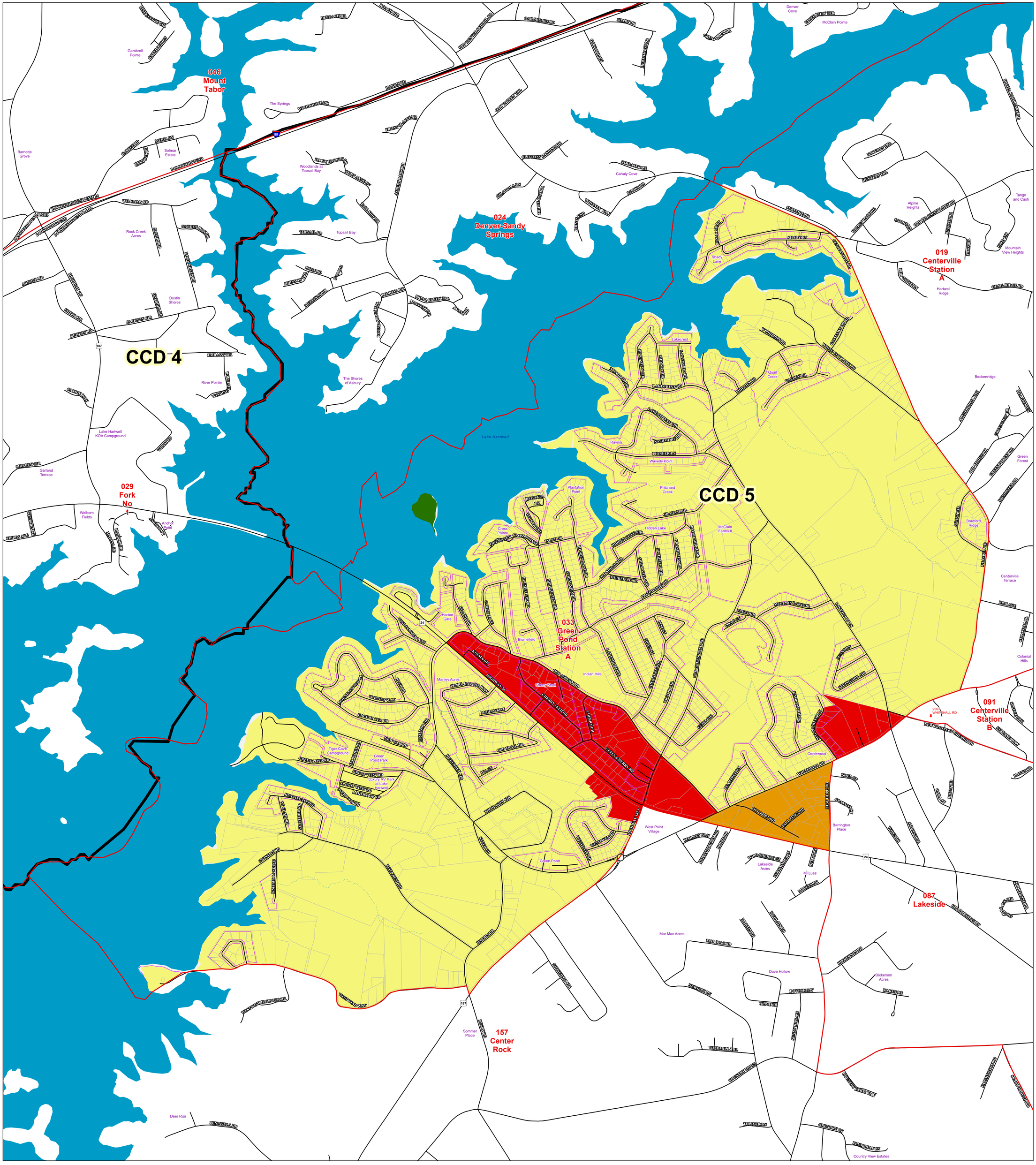
THIS MAP IS A PRODUCT OF ANDERSON COUNTY. REASONABLE EFFORTS HAVE BEEN MADE TO ENSURE ITS ACCURACY. ANDERSON COUNTY DISCLAIMS ANY LIABILITY FROM THE USE OF THIS MAP. MAP PRODUCED BY ANDERSON COUNTY DEPARTMENT OF GEOGRAPHIC INFORMATION SYSTEMS AND E-911 ADDRESSING.

www.andersoncountysc.org/departments-a-z/gis-e911-addressing/

Anderson County District 5: 033 Green Pond Station A Precinct Current Land Use



Anderson County District 5: 033 Green Pond Station A Precinct Future Land Use



09/18/2026

THIS MAP IS A PRODUCT OF ANDERSON COUNTY. REASONABLE EFFORTS HAVE BEEN MADE TO ENSURE ITS ACCURACY. ANDERSON COUNTY DISCLAIMS ANY LIABILITY FROM THE USE OF THIS MAP. MAP PRODUCED BY ANDERSON COUNTY DEPARTMENT OF GEOGRAPHIC INFORMATION SYSTEMS AND E-911 ADDRESSING.

www.andersoncountysc.org/departments-a-z/gis-e911-addressing/

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 _____ day of _____, 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: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

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 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.

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 _____, 20__ (the ***"Inducement Agreement"***) with Project Elrod (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 __ day of _____, 20__.

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: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT ELROD

Dated as of _____, 2026__

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 7

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 8
SECTION 3.02 DILIGENT COMPLETION 8
SECTION 3.03 FILINGS AND REPORTS 8

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 11
SECTION 4.03 DISTRIBUTION OF MULTI-COUNTY INDUSTRIAL PARK REVENUES 12
SECTION 4.04 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 12
SECTION 4.05 REMOVAL OF EQUIPMENT 13
SECTION 4.06 FILOT PAYMENTS ON REPLACEMENT PROPERTY 13
SECTION 4.07 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 14

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 15
SECTION 5.02 RIGHTS TO INSPECT 15
SECTION 5.03 CONFIDENTIALITY 15
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 16
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 16
SECTION 5.06 INDEMNIFICATION COVENANTS 16
SECTION 5.07 QUALIFICATION IN STATE 17
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 17
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 17
SECTION 5.10 ADMINISTRATION EXPENSES 18
SECTION 5.11 PRIORITY LIEN STATUS 18
SECTION 5.12 INTEREST; PENALTIES 18
SECTION 5.13 SPONSOR AFFILIATES 19

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 20
SECTION 6.02 REMEDIES UPON DEFAULT 20
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 21
SECTION 6.04 NO WAIVER 21

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....22
SECTION 7.02 BINDING EFFECT....22
SECTION 7.03 COUNTERPARTS 23
SECTION 7.04 GOVERNING LAW....23
SECTION 7.05 HEADINGS....23
SECTION 7.06 AMENDMENTS....23
SECTION 7.07 FURTHER ASSURANCE 23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....23
SECTION 7.09 TERMINATION BY COMPANY....23
SECTION 7.10 ENTIRE UNDERSTANDING 24
SECTION 7.11 WAIVER 24
SECTION 7.12 BUSINESS DAY....24

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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:	**[Project Elrod]**	**Project Name:**	**Elrod**
Projected Investment:	**$71,369,340**	**Projected Jobs:**	**0**
Location (street):	**[TO COME]**	**Tax Map No.:**	**[TO COME]**
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 [PROJECT ELROD] a [TO COME] organized and existing under the laws of the State of [TO COME] (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 [TO COME] 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 [Project Elrod], 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 [TO COME], 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:

[Project Elrod]
_____
_____
_____

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

PROJECT ELROD

_____

By: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[TO COME]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.04 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.

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 __ day of _____, 20__.

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: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

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 _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Anderson County Council

Dated: _____, 20__

ORDINANCE NO. 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 _____ day of _____, 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: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 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 _____, 2026, _____, 2026, and _____, 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 _____, 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

EXHIBIT B
Budget

EXHIBIT C
Schedule

RESOLUTION R2026-061

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF JOYO RD DESIGNATED AS C-13-22; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Joyo Rd (the "Road") is currently a gravel Anderson County (the "County") public road, designated as Anderson County Road C-13-22; and,

WHEREAS, the Road extends 2433 linear feet from Elberton Hwy (SC-184) to a dead end. The portion of interest measures approximately 100 feet and exists on one parcel of property identified as Anderson County tax map numbers 108-00-02-003; all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on August 5, 2026, attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the "Petitioners") have requested that the County abandon a portion of said Road to retain the relocated gate and fence surrounding property. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for the portion of said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

WHEREAS, prior to the road, or any portion thereof, being closed, the parties in interest shall fully comply with all applicable law, including, without limitation, section 57-9-10.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of a 100-foot portion of Joyo Rd (C-13-22) by the property owners.

2. In the event the portion of Joyo Rd is closed by a Judicial Order, the county shall immediately cease all maintenance of this portion of the Road.

3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 6th day of October, 2026, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: **September 25, 2026**

TO: **Mr. Rusty Burns**
County Administrator

FROM: **Jonathan Fox**
Road and Bridges Manager

SUBJECT: **Proposed abandonment of a ~100' portion of Joyo Rd (C-13-22)**
Council District Three

Please see attachments for information on the proposed partial abandonment of Joyo Rd (C-13-22). Property owners have requested abandonment to fence off private property.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On 8/11/2026, a road closure notification sign was posted on the road. The sign was in place for 30 days on 9/10/2026.

Notification of the proposed abandonment was sent to emergency service providers and Anderson School District Three Transportation Department. Anderson County EMS and fire services have no issue with the closure. There was no response from ACSD3.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There was 1 public comment
- The portion of road was in public use before the gate was relocated.
- The gravel road runs 2433 linear feet from Elberton Hwy (SC 184) to a dead end and is 10 feet wide.
    - The portion to be abandoned measures approximately 100 linear feet.
- Prescriptive right-of-way
- Average Daily Traffic Count is 3 vehicles per day.
- Given the above information a turnaround will not be required.

Tommy Dunn Chairman, District 5
Chris Sullivan Council District 1
Greg Elgin Council District 3
Cindy Wilson Council District 7
Brett Sanders V. Chairman, District 4
Glenn Davis Council District 2
Jimmy Davis Council District 6
Renee D. Watts Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA
Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

MEMORANDUM

With the information provided, I recommend Anderson County abandon interest in this portion of Joyo Rd (C-13-22).

For your convenience, photographs and a location map are enclosed.

Sincerely,

Jonathan Fox
Anderson County Roads & Bridges Manager

Enclosures:
- Copy of Petition
- Location Map
- Photos of the road
- Public Comments
- Letters to EMS/Fire/School District & Responses

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Brett Sanders
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Greg Elgin
V. Chairman, District 3

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Exhibit "B"

Anderson County Roads & Bridges

PO Box 8002, Anderson, SC 29622-8002
(864) 260-4190

Roadway Abandonment Petition

**We will only count signatures from the current property owners recorded with the county assessor.*

Date: 7.31.2026

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Rick Adkins
Mailing Address: 312 Holly Ridge Dr.
City: Anderson State: SC Zip: 29621
Telephone #: (864) 760-7899 Email Address: rick29621@gmail.com

Road Name/Number: 199 Joyo Rd., Iva, SC 29655

Reason for abandonment: Road dead ends @ my property. I own both sides of the dirt road. Gate is placed 25' inside my property. Closing road & relocaton of gate makes it safer for fire trucks, Guns to enter my property in case of Emergency I will maintain that section of the property.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above. By signing, we acknowledge that we have read, understood, and agree to the policies and ordinances defined in this road abandonment packet.

Signature (Do not print)	Print Name	Address	Phone Number
	Rick Adkins	312 Holly Ridge Dr. Anderson, SC 29621	(864) 760-7899
Teresa Adkins	Teresa Adkins	312 Holly Ridge Dr Anderson SC 29621	864-376-7401

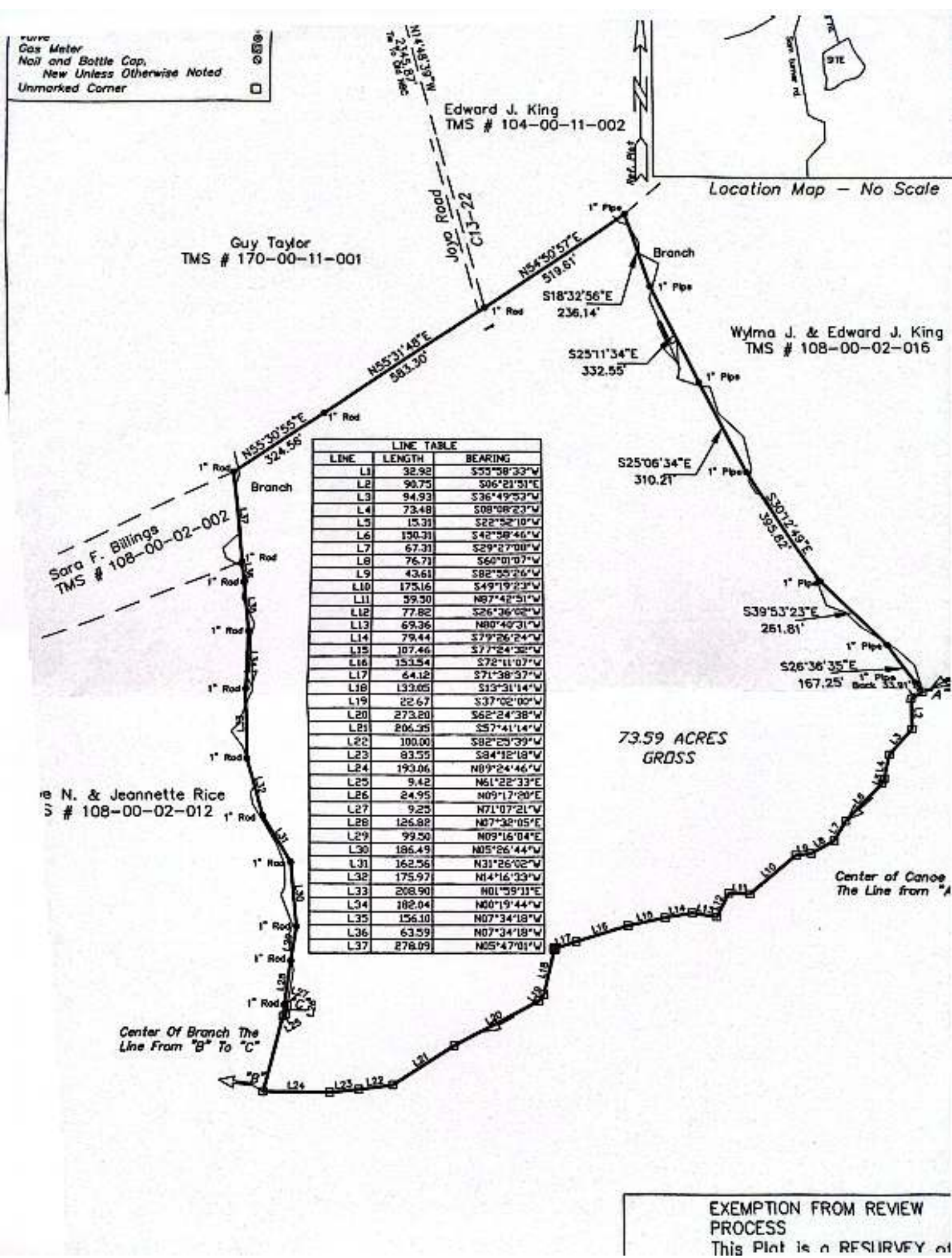
Scanned with CamScanner

Anderson County, South Carolina

Geographic Information Systems

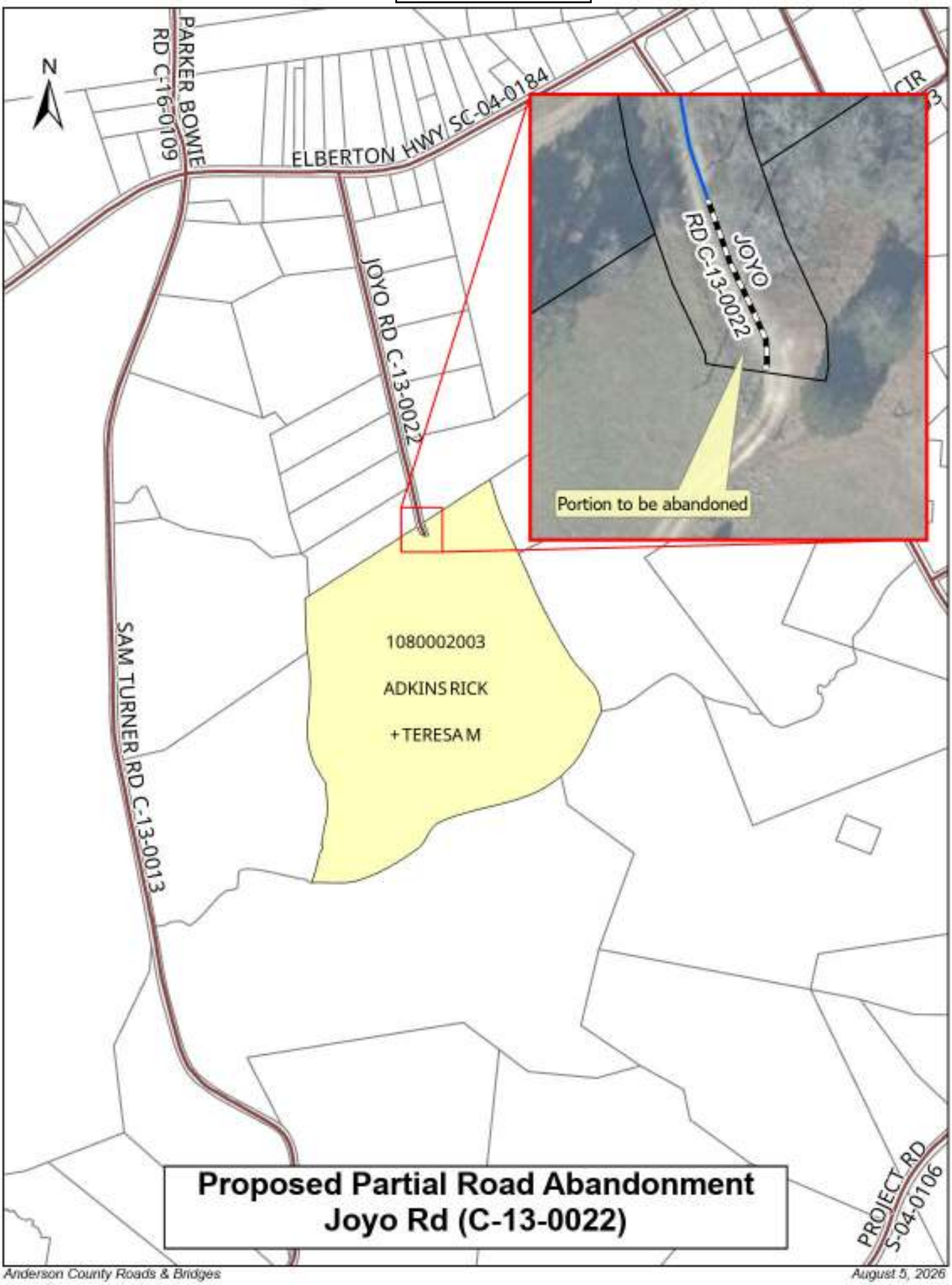


Scanned with CamScanner



LINE TABLE		
LINE	LENGTH	BEARING
L1	32.92	S55°58'33"W
L2	90.75	S06°21'51"E
L3	94.93	S36°49'53"W
L4	73.48	S08°08'23"W
L5	15.31	S22°52'10"W
L6	150.31	S42°58'46"W
L7	67.31	S29°27'00"W
L8	76.71	S60°01'07"W
L9	43.61	S82°55'26"W
L10	175.16	S49°19'23"W
L11	39.50	N87°42'51"W
L12	77.82	S26°36'02"W
L13	69.36	N80°40'31"W
L14	79.44	S79°26'24"W
L15	107.46	S77°24'32"W
L16	153.54	S72°11'07"W
L17	64.12	S71°38'37"W
L18	133.05	S13°31'14"W
L19	22.67	S37°02'00"W
L20	273.20	S62°24'38"W
L21	206.35	S57°41'14"W
L22	100.00	S82°25'39"W
L23	83.55	S84°12'18"W
L24	193.06	N89°24'46"W
L25	9.42	N61°22'33"E
L26	24.95	N09°17'20"E
L27	9.25	N71°07'21"W
L28	126.82	N07°32'05"E
L29	99.50	N09°16'04"E
L30	186.49	N05°26'44"W
L31	162.56	N31°26'02"W
L32	175.97	N14°16'33"W
L33	208.90	N01°59'11"E
L34	182.04	N00°19'44"W
L35	156.10	N07°34'18"W
L36	63.59	N07°34'18"W
L37	278.09	N05°47'01"W

Exhibit "A"



Proposed Partial Road Abandonment
Joyo Rd (C-13-0022)

Anderson County Roads & Bridges

August 5, 2026

Joyo Rd (C-13-0022) Partial Road Abandonment



Figure 1: Terminus of Joyo Rd

Public Comment Log for Joyo Rd (C-13-22)

Date	Name	Address	Phone	Comments
8/12/2026	Mr Ogletree	Redacted for Privacy	Redacted for Privacy	Opposes due to turnaround concerns

August 6, 2026

Sandra Lollis, Director of Transportation
Anderson County School District Three
9104 Highway 81 South
Iva, South Carolina 29655

Dear Mrs. Lollis:

This letter is to inform you that we have received a request to abandon the end portion of Joyo Rd (C-13-0022).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at Jonathan.Fox@andersoncountysc.gov if you desire.

Sincerely,

Jonathan Fox

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 3

Chris Sullivan
Council District 1

Greg Elgin
Council District 5

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

August 6, 2026

Josh Hawkins, Director of Emergency Management
Anderson County Emergency Management
200 Bleckley St
Anderson, South Carolina 29625

Dear Josh:

We have received a request to abandon the end portion of Joyu Rd (C-13-0022).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at Jonathan.Fox@andersoncountysc.gov if you desire.

Sincerely,

Jonathan Fox

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

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ANDERSON COUNTY
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Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Outlook

Re: Notice of Proposed County Road Abandonment - Joyo Rd (C-13-0022)

From Joshua D. Hawkins <jdhawkins@andersonsheriff.com>
Date Fri 8/7/2026 10:26 AM
To Shay D. Agnew <Shay.Agnew@andersoncountysc.gov>; lolliss@acsd3.org <lolliss@acsd3.org>; Redacted for Privacy ; jsutherland@acfd.org <jsutherland@acfd.org>
Cc Jonathan W. Fox <Jonathan.Fox@andersoncountysc.gov>

Since this is the end of a dead end road I do not see a problem on my end.

Joshua Hawkins SC-CEM | Director

EMERGENCY MANAGEMENT
ANDERSON COUNTY SHERIFF'S OFFICE

200 Bleckley Street Anderson, SC 29625
jdhawkins@andersonsheriff.com
C. 864-617-0160 | emd.andersonsheriff.org

From: Shay D. Agnew <Shay.Agnew@andersoncountysc.gov>
Sent: Friday, 07 August 2026 10:19:28
To: Joshua D. Hawkins <jdhawkins@andersonsheriff.com>; lolliss@acsd3.org <lolliss@acsd3.org>; Redacted for Privacy ; jsutherland@acfd.org <jsutherland@acfd.org>
Cc: Jonathan W. Fox <Jonathan.Fox@andersoncountysc.gov>
Subject: Notice of Proposed County Road Abandonment - Joyo Rd (C-13-0022)

Good morning,

This email is to notify you that Anderson County Roads & Bridges has received a petition requesting the abandonment of the last ~100 ft of Joyo Rd in Iva. See attached map for location details.

We would appreciate your input as to how, if any, this closure might impact emergency vehicle response/school bus routing to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thanks,

Shady Agnew
Roads and Bridges
Right of Way Specialist
O: 864.260.4190
C: 864.617.2427
Please note my new email:

Shay.agnew@andersoncountysc.gov

1428 Pearman Dairy Road
Anderson, SC 29625

ANDERSON COUNTY
SOUTH CAROLINA

August 6, 2026

Curtis Brickle, Fire Chief
Iva Fire Department (Station 10)
9711 Hwy 81 S
Iva, South Carolina 29655

Dear Chief Brickle:

We have received a request to abandon the end portion of Joyo Rd (C-13-0022).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at Jonathan.Fox@andersoncountysc.gov if you desire.

Sincerely,

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 2

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 3

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Outlook

[External]Re: Notice of Proposed County Road Abandonment - Joyo Rd (C-13-0022)

From Curtis Brickle [redacted]
Date Fri 8/7/2026 10:45 AM
To Joshua D. Hawkins <jdhawkins@andersonsheriff.com>
Cc Shay D. Agnew <Shay.Agnew@andersoncountysc.gov>; lolliss@acsd3.org <lolliss@acsd3.org>; jsutherland@acfd.org <jsutherland@acfd.org>; Jonathan W. Fox <Jonathan.Fox@andersoncountysc.gov>

Shay,

I do not see any problems or impacts from the fire department's perspective regarding this closure.

Thanks,

Chief Curtis Brickle

On Fri, Aug 7, 2026, 10:26 AM Joshua D. Hawkins <jdhawkins@andersonsheriff.com> wrote:

> Since this is the end of a dead end road I do not see a problem on my end.
>
> Joshua Hawkins SC-CEM | Director
>
> EMERGENCY MANAGEMENT
> ANDERSON COUNTY SHERIFF'S OFFICE
>
> 200 Bleckley Street Anderson, SC 29625
> jdhawkins@andersonsheriff.com
> C. 864-617-0160 | emd.andersonsheriff.org
>
> ---
>
> **From:** Shay D. Agnew <Shay.Agnew@andersoncountysc.gov>
> **Sent:** Friday, 07 August 2026 10:19:28
> **To:** Joshua D. Hawkins <jdhawkins@andersonsheriff.com>; lolliss@acsd3.org <lolliss@acsd3.org>; [redacted]; jsutherland@acfd.org <jsutherland@acfd.org>
> **Cc:** Jonathan W. Fox <Jonathan.Fox@andersoncountysc.gov>
> **Subject:** Notice of Proposed County Road Abandonment - Joyo Rd (C-13-0022)
>
> Good morning,
>
> This email is to notify you that Anderson County Roads & Bridges has received a petition requesting the abandonment of the last ~100 ft of Joyo Rd in Iva. See attached map for location details.
>
> We would appreciate your input as to how, if any, this closure might impact emergency vehicle response/school bus routing to neighboring citizens. A response from you within 30 days regarding

this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thanks,

Shady Agnew

Roads and Bridges

Right of Way Specialist

O: 864.260.4190
C: 864.617.2427
***Please note my new email:**
Shay.agnew@andersoncountysc.gov

1428 Pearman Dairy Road
Anderson, SC 29625



CAUTION: This email originated from outside of Anderson County Sheriff Office's email system. Please do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the county helpdesk.

August 6, 2026

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon the end portion of Joyo Rd (C-13-0022).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at Jonathan.Fox@andersoncountysc.gov if you desire.

Sincerely,

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
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ANDERSON COUNTY
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Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

RESOLUTION NO. 2026-063

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT ELROD HEREBY, 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 ELROD WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, **PROJECT ELROD** (the ***"Company"***) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial facility in the County (collectively, the ***"Project"***), which will result in expected investment by the Company in the Project of at least $71,369,340.00 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***"Multi-County Park Authority"***), the

County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***"Park"***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***"Park Agreement"***); and

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

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman of County Council

Attest:

_____
Rusty Burns, County Administrator

_____
Renee Watts, Clerk to County Council

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this ***"Agreement"***) made and entered into as of _____, _____ by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and Project Elrod (the "***Company***").

WITNESSETH:

ARTICLE I
RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property constitute an industrial facility in the County (collectively, the ***"Project"***), which will result in an expected investment by the Company in the Project of at least $71,369,340 (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 in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Anderson County or other adjoining county in the State (the ***"Park Agreement"***).

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

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

ARTICLE II
UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of 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 0.35921 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 fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of 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 Companies, in their sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 80% for years 1-5 and 35% for years 6-15 of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county, with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for fifteen (15) consecutive years.

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

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

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

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

Section 2.8. Should the Company fail to collectively invest at least $30,000,000.00 in connection with the Project by the end of the fourth (4th) year of the Investment Period, the special source credits shall be reduced from 80% to 35% for any Phase of the Project otherwise receiving a 80% Special Source Credits. Further, should the Company fail to invest $71,369,340.00 prior to the seventh (7th) year following the Commencement Date, as such term is defined in the Fee Agreement, all Special Source Credits for any Phase of the Project shall be reduced to 10%.

Notwithstanding the foregoing, if the Company invests $71,369,340.00 prior to the seventh (7th) 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.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANIES

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

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

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

ARTICLE IV
GENERAL PROVISIONS

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

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

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

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 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 their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

_____

Tommy Dunn, Chairman of County Council

Attest:

_____

Rusty Burns, County Administrator

_____

Renee Watts, Clerk to County Council

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT ELROD

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 _____, 20__, 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.

_____
Renee Watts, Clerk to Anderson County Council

Dated: _____, 20__

RESOLUTION NO. 2026-064

RESOLUTION AUTHORIZING AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE RIGHTS AND OBLIGATIONS OF THE SPONSOR AFFILIATE UNDER A FEE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, HARBOR FREIGHT TOOLS USA, INC., AND MDTH FUSE, LLC; 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**") and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "**Code**") to enter into agreements with business or industry whereby the business or industry would pay fees in lieu of taxes with respect to qualified projects and to provide infrastructure credits against payments 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, MDTH Fuse, LLC, a limited liability company organized and existing under the laws of the State of South Carolina authorized to transact business in the State ("**Assignor**"), Harbor Freight Tools, USA, Inc., and the County are party to that certain Fee Agreement dated as of November 5, 2024 (the "**Incentive Agreement**") wherein the County agreed to provide certain incentives with respect to certain real property in the Incentive Agreement and improvements and other property now or hereafter located thereon, all as more particularly described and defined therein (collectively, the "**Property**"); and

WHEREAS, Assignor, as Sponsor Affiliate under the Incentive Agreement, has informed the County that is has entered, or intends to enter, into a contract for the conveyance of any and all real property subject to the Incentive Agreement (the "**Transferred Property**") to AJC Greenville HF, LLC, a limited liability company organized and existing under the laws of the State of Michigan and authorized to transact business in the State ("**Assignee**"); and

WHEREAS, Assignor and Assignee desire to enter into, with each other and with the County, that certain Assignment and Assumption of Fee Agreement (the "**Assignment**") herein and whereby Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest to and under the Incentive Agreement as the Sponsor Affiliate, including but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property and to the Assignor as Sponsor Affiliate, all from and after the date of conveyance of the Transferred Property to the Assignee (the "**Conveyance Date**"); and

WHEREAS, Assignor and Assignee have requested that the County authorize, ratify, approve and consent to such conveyance and assignment to Assignee, to be effective as of the Conveyance Date, in accordance with the provisions of the Incentive Agreement and Section 12-44-120 of the Code, including the transfer of the Transferred Property to Assignee; and

WHEREAS, the Assignor has, at the request of the County, caused to be prepared and presented to this meeting the form of the Assignment which the Assignor and Assignee propose be used to effect the assignment contemplated herein; and

WHEREAS, it appears that the form of Assignment 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 RESOLVED, by the County Council as follows:

Section 1. The County hereby authorizes, ratifies, approves and consents to the sale and conveyance of the Transferred Property and the assignment of the rights and obligations of the Assignor as Sponsor Affiliate under the Incentive Agreement by Assignor to Assignee, all as of the Conveyance Date. Pursuant to the terms of the Assignment, Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest in, to and under the Incentive Agreement as Sponsor Affiliate, including, but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property from and after the Conveyance Date. Such authorization, ratification, approval and consent of the County shall be further evidenced by the Assignment.

Section 2. The form, terms and provisions of the Assignment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Assignment was set out in this Resolution 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 Assignment 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 Assignment to be delivered to Assignor and Assignee. The Assignment 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 or 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 Assignment now before this meeting.

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

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

Section 5. All 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.

[End of Resolution]

DONE in meeting duly assembled this 6th day of October, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

Approved as to Form:

_____
County Attorney

ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (this "**Assignment and Assumption Agreement**") is made and entered into as of _____ _____, 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, **MDTH FUSE, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina ("**Assignor**") and **AJC GREENVILLE HF LLC**, a limited liability company organized and existing under the laws of the State of Michigan which is authorized to transact business in the State ("**Assignee**") to be effective as of the Conveyance Date (as defined below).

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. Pursuant to Title 4, Chapter 1 of the Code (the "**Multi-County Park Act**"), the County is further authorized to enter into agreements with industry to provide infrastructure credits against payments in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County.

2. Assignor, Harbor Freight Tools USA, Inc. and the County are party to that certain Fee Agreement dated as of November 5, 2024 (the "**Incentive Agreement**") wherein the County agreed to provide certain incentives with respect to certain real property more particularly described in the Incentive Agreement and improvements and other property now or hereafter located thereon (collectively, the "**Property**") pursuant to the provisions of the FILOT Act and the Multi-County Park Act.

3. Assignor is a Sponsor Affiliate under the Incentive Agreement and has, as of the date of this Assignment and Assumption Agreement (the "**Conveyance Date**"), conveyed to Assignee any and all real property and improvements owned by Assignor which are subject to the Incentive Agreement (the "**Transferred Property**") pursuant to one or more transactions as well as certain documentation relating to the purchase, sale, and conveyance of the Transferred Property.

4. Assignor and Assignee desire to enter into, with each other and with the County, this Assignment and Assumption Agreement, wherein and whereby Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title, and interest as Sponsor Affiliate to and under the Incentive Agreement as of the Conveyance Date, including, but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property, all as of the Conveyance Date.

5. By adoption of Resolution No. _____ on October 6, 2026, the County Council has authorized, ratified, approved and consented to the sale and conveyance of the Transferred Property and the assignment of the rights and obligations of Assignor as Sponsor Affiliate under the Incentive Agreement by Assignor to Assignee as of the Conveyance Date,

and has authorized the County to enter into, execute, and deliver this Assignment and Assumption Agreement as further evidence of the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Transfer and Assignment. Assignor does hereby, effective as of the Conveyance Date, assign all of Assignor's right, title, and interest in and to the Transferred Property and all of Assignor's right, title, and interest in, to, and under the Incentive Agreement as Sponsor Affiliate, including, but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property, to Assignee and its successors and assigns, absolutely and forever. The County hereby authorizes, ratifies, approves and consents to the sale and conveyance of the Transferred Property and the assignment of the rights and obligations of Assignor as Sponsor Affiliate under Incentive Agreement by Assignor to Assignee, to be effective as of the Conveyance Date.

Section 2. Assumption. Assignee does hereby assume all duties, obligations, and liabilities in, to, and under the Incentive Agreement as Sponsor Affiliate accruing on or after the Conveyance Date. The County releases Assignee from any breach by Assignor or Assignor's duties, obligations and liabilities under the Incentive Agreement with respect to the Transferred Property accruing on or before the Conveyance Date.

Section 3. Acknowledgement of the County. The County hereby acknowledges that the requirements set forth in the Incentive Agreement for the transfer and assignment of the Incentive Agreement, including without limitation, those requirements set forth in Section 8.3 of the Incentive Agreement, have been fully satisfied and that, to the actual knowledge of the County, no Event of Default (as defined in the Incentive Agreement) existed as of the Conveyance Date or exists as of the date hereof, nor, to the actual knowledge of the County, does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an Event of Default under any or all of the terms of the Incentive Agreement. The County further acknowledges that the Incentive Agreement and Assignor's interest in the Incentive Agreement as Sponsor Affiliate have been transferred to Assignee as of the Conveyance Date. Assignor acknowledges and agrees that it is required to pay the County's legal fees associated with the transfer and assignment of the Incentive Agreement, which are $1,500.

Section 4. Notice to Assignee. The parties agree that the address to be utilized with respect to Assignee under Section 11.1 of the Incentive Agreement shall hereafter be as follows:

If to the Company:

AJC GREENVILLE HF, LLC
Attn: Mr. Eric Bean
121 West Long Lake Road, Suite 200
Bloomfield Hills, Michigan 48304
Telephone: (248) 642-0500
Email: ebean@ajcinvestmentgroup.com

With a copy to:

Honigman
Attn: Lowell D. Salesin, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
Telephone: (248) 566-8540
Email: lsalesin@honigman.com

Section 5. Successors and Assigns. The terms and provisions of this Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Section 7. Applicable Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

Section 8. Amendment. No provision of this Assignment and Assumption Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 9. Multiple Counterparts. This Assignment and Assumption Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10. Facsimile/Scanned Signature. 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Assignment and Assumption 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 each of Assignor and Assignee has caused this Assignment and Assumption Agreement to be executed by its duly authorized officer, all as of the day and year first above written to be effective as of the Conveyance Date.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of the County Council

ATTEST:

_____
County Administrator

_____
Clerk to County Council

[Signature Page 1 to Assignment and Assumption of Fee Agreement]

MDTH FUSE, LLC,
a South Carolina limited liability company

By: Capital Development Partnership, LLC, its Member

By: _____
Kelly Jordan, its Manager

[Signature Page 2 to Assignment and Assumption of Fee Agreement]

ASSIGNEE:

AJC GREENVILLE HF, LLC,
a Michigan limited liability company

By: _____
Name: _____
Its: _____

[Signature Page 3 to Assignment and Assumption of Fee Agreement]

RESOLUTION NO. 2026-065

AUTHORIZING AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA AND ELECTROLUX HOME PRODUCTS, INC.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized by the Code of Laws of South Carolina, 1976, as amended (the "Code"), particularly Title 12, Chapter 44 (the "FILOT Act"): (i) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (the "State") and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (ii) to covenant with such companies to accept certain fees in lieu of ad valorem tax payments with respect to projects in the County; and

WHEREAS, Electrolux Home Products, Inc., a Delaware corporation ("Company") and the County are party to that certain Amended and Restated Fee in Lieu of Tax Agreement, dated as of June 1, 2017 (the "FILOT Agreement"); wherein, in relevant part, the Company agreed to invest no less than $175,000,000 in the County ("Investment Requirement") and to retain at least 1,200 full-time jobs with an average wage of at least $16 per hour in the County ("Jobs Requirement"), all by the end of the Investment Period on December 31, 2021, and in return the County agreed to provide certain incentives with respect to certain real property more particularly described in the FILOT Agreement and improvements and other property located thereon (collectively, the "Property"); and

WHEREAS, the County acknowledges that the Company fully satisfied both the Investment Requirement and the Jobs Requirement by the end of the Investment Period; and

WHEREAS, effective February 6, 2024, Company transferred substantially all of the Property subject to the FILOT Agreement to its Affiliate Electrolux Consumer Products, Inc., a Delaware corporation ("ECP") (the "Full Assignment"); and

WHEREAS, In accordance with Section 8.04 of the FILOT Agreement and Section 12-44-120 of the FILOT Act, no County authorization, ratification, approval, or consent is required for the Full Assignment to become effective, and

WHEREAS, ECP desires to assign and convey a portion of the Property subject to the FILOT Agreement ("Transferred Property") and a portion of ECP's interest in the FILOT Agreement to Electrolux Midea Appliance Manufacturing, LLC, a Delaware limited liability company ("JV"), pursuant to that certain Agreement as to Partial Assignment and Assumption of Amended and Restated Fee in Lieu of Tax Agreement ("Partial Assignment Agreement"), the form of which is attached hereto as **Exhibit A**, wherein and whereby ECP will assign the portion of ECP's right, title, and interest in the FILOT Agreement that pertains to the Transferred Property to JV (or to one or more Affiliates) and subject to the terms of such assignment, JV (or one or more Affiliates) will assume the performance of all the terms, covenants, and conditions of the FILOT Agreement applicable to the Transferred Property from ECP (collectively, the "Partial Assignment"); and

WHEREAS, ECP and JV have requested that the County authorize, ratify, approve and consent to the Partial Assignment in accordance with Section 8.04 of the FILOT Agreement and Section 12-44-120 of the FILOT Act.

NOW, THEREFORE, BE IT RESOLVED BY THE ANDERSON COUNTY COUNCIL, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

Section 1. Definitions. For purposes of this Resolution, the term "Affiliate(s)" shall mean, with respect to any entity, an entity that is controlled by, owned directly or indirectly and in whole or in part by, or under common control with, such entity.

Section 2. County Authorization, Ratification, Approval and Consent of the Partial Assignment. Contingent on the transfer of the Transferred Property from ECP to JV being completed by no later than December 31, 2026, the County hereby authorizes, ratifies, approves, and consents to (i) the transfer of the Transferred Property subject to the FILOT Agreement from ECP to JV and (ii) the Partial Assignment by ECP to JV, as more particularly prescribed in the Partial Assignment Agreement attached hereto as **Exhibit A**.

Section 3. Effect of Partial Assignment on FILOT Agreement Obligations. The County shall, upon completion of the Partial Assignment, ensure that all obligations of the FILOT Agreement are measured by the County by combining the aggregate investment, job creation, job maintenance, or other performance of both ECP and JV, thereby preventing the Partial Assignment from causing unintended duplication of any existing obligations under the FILOT Agreement.

Section 4. Further Documentation. The County Council and the County's duly authorized representatives shall take such action as may be necessary to effectuate the action herewith taken, the Full Assignment, and the Partial Assignment, all as herein authorized. The County Administrator is hereby authorized and directed, in the name and on behalf of the County, to execute such other documents, agreements, affidavits and certificates (including any estoppel certificates), and the Clerk of County Council is hereby authorized to attest the same, and to deliver such other documents, agreements, affidavits, and certificates to the Company, ECP, or JV (or to any Affiliates thereof), in order to consummate the transactions contemplated by this Resolution.

Section 5. Miscellaneous.

(a) The County Administrator and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Resolution;

(b) This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Resolution shall become effective immediately upon approval by the County Council following reading before County Council;

(d) The provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Done in meeting duly assembled this 6th day of October, 2026

ANDERSON COUNTY COUNCIL:

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

EXHIBIT A

AGREEMENT AS TO PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT

(attached)

STATE OF SOUTH CAROLINA	)	AGREEMENT AS TO PARTIAL ASSIGNMENT
	)	AND ASSUMPTION OF AMENDED AND
COUNTY OF ANDERSON	)	RESTATED FEE IN LIEU OF TAX AGREEMENT

THIS AGREEMENT AS TO PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT (this "Agreement") is entered into as of _____, 2026 ("Effective Date") by and between ELECTROLUX CONSUMER PRODUCTS, INC., a Delaware corporation ("Assignor") and ELECTROLUX MIDEA APPLIANCE MANUFACTURING, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council ("Council"), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended ("Code"), and specifically Title 12, Chapter 44 of the Code ("FILOT Act"), previously entered into that certain Amended and Restated Fee in Lieu of Tax Agreement dated as of June 1, 2017 (the "FILOT Agreement") between the County and Assignor (as assignee of Electrolux Home Products, Inc.), related to certain investments in the County, pursuant to which, amongst other things, the County agreed to accept fee in lieu of tax payments and to provide certain special source revenue credits with respect to property eligible for such an arrangement (the "Property"); and

WHEREAS, Assignor desires to assign and convey a portion of the Property subject to the FILOT Agreement, which portion is more particularly described in the subdivision plat attached hereto as **EXHIBIT A** (such portion the "Transferred Property") and a portion of Assignor's interest in the FILOT Agreement to Assignee (collectively, the "Partial Assignment");

WHEREAS, Pursuant to Section 8.04 of the FILOT Agreement and Section 12-44-120(D) of the FILOT Act, the Assignor may assign the FILOT Agreement with the prior consent or subsequent ratification of the County; and

WHEREAS, the County has ratified the Partial Assignment of the FILOT Agreement by Resolution # [_____], enacted by Council on [_____]; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Transfer and Assignment. Assignor and Assignee acknowledge and represent that all of Assignor's right, title, and interest in and to the Transferred Property and that portion of Assignor's right, title, and interest in, to, and under the FILOT Agreement that relates to the Transferred Property, was transferred and assigned, as of the Effective Date, to Assignee and its successors and assigns, absolutely and forever.

Section 2. Assumption. Assignee does hereby confirm its assumption of all duties, obligations, and liabilities in and under the FILOT Agreement, as of the Effective Date, with respect to the Transferred Property accruing on or after the Effective Date.

Section 3. Notice to the Department. Pursuant to the FILOT Agreement and the FILOT Act, the Assignee certifies that Assignee will notify the South Carolina Department of Revenue of the Partial Assignment.

Section 4. Notices. The parties agree that the addresses to be utilized under Section 12.03 of the FILOT Agreement shall hereafter be as follows:

As to Assignor:

Electrolux Consumer Products, Inc.
Attn: General Counsel
10200 David Taylor Drive
Charlotte, NC 28262
E-mail: legaldepartment@electrolux.com

With a copy (which shall not constitute notice) to:

Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
110 East Court Street, Suite 200
Greenville, SC 29601
Telephone: 864.577.6362
E-mail: madisonfelder@parkerpoe.com

As to Assignee:

Electrolux Midea Appliance Manufacturing, LLC
Attn: General Counsel
10200 David Taylor Drive
Charlotte, NC 28262
E-mail: legaldepartment@electrolux.com

With another copy (which shall not constitute notice) to:

Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
110 East Court Street, Suite 200
Greenville, SC 29601
Telephone: 864.577.6362
E-mail: madisonfelder@parkerpoe.com

Section 5. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Section 7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 8. Amendment. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 9. Partial Assignment. The parties hereto acknowledge and agree that the FILOT Agreement shall remain in full force and effect with respect to all portions of the Property that have been retained by Assignor.

Section 10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11. Facsimile/Scanned Signatures. Each of the parties to this Agreement agrees 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned, each pursuant to due authority, have duly executed this Agreement as to Partial Assignment and Assumption of Amended And Restated Fee in Lieu of Tax Agreement, all as of the date first above written.

ASSIGNOR

ELECTROLUX CONSUMER PRODUCTS, INC., a Delaware corporation

By: _____

Name: _____

Its: _____

ASSIGNEE

ELECTROLUX MIDEA APPLIANCE MANUFACTURING, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

Subdivision Plat Showing Transferred Property

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All 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:
   South Main Chapel and Mercy Center- Ride to Work Anderson Program

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $7,000 ($1,000 for each of the 7 Council Districts

3. The purpose for which the funds are being requested: Ride to Work Anderson provides subsidized Uber rides to and from work for Anderson County residents who have secured employment but lack reliable transportation. The program removes a major barrier to employment by ensuring participants can reliably get to work and return home safely. In addition to transportation assistance, participants are connected with case management and community resources that support long-term stability and self-sufficiency. By providing dependable transportation, the program helps individuals retain employment, achieve financial independence, and strengthen the local workforce.

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: Kurt Stutler
   Mailing Address:PO BOX 13545 Anderson, SC 29624
   Phone Number: 864-356-2125
   Email: Kurtstuler@gmail.com

6. Statement as to whether the entity will be providing matching funds:
   We have some funds from other sources but this grant is not a matching funds request.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Kurt Stutler — Kurt Stutler — 6-22-26

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
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:
   Anderson Lights of Hope
2. Amount of request (if requesting funds from more than one district, annotate amount from each district): $7,000.00 ($1,000 per district)
3. The purpose for which the funds are being requested:
   See attached
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: Ben Phillips
   Mailing Address: 3300 North Main Street Anderson SC 29621
   Phone Number: 864-933-2547
   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.

B R. Phillips — Ben Phillips — 6.30.26

Signature — Print Name — Date

1. Anderson Lights of Hope
2. $7,000, $1,000 from each district
3. Anderson Lights of Hope, in partnership with WALH-LP 94.9 FM and WSAC-LP 89.5 FM, is requesting funding to upgrade critical public safety communication equipment that serves residents throughout Anderson County. The project will enhance the stations' ability to deliver timely emergency alerts and community information through FM radio, internet-based platforms, and backup communication systems during severe weather, power outages, road closures, and other emergencies. As community-based low-power FM radio stations, WALH and WSAC provide a trusted source of local information, particularly for rural, elderly, low-income, and underserved residents who may have limited access to other communication methods. By strengthening emergency communications and expanding partnerships with local public safety agencies, this project will improve community preparedness, increase access to life-saving information, and help ensure Anderson County residents remain informed and connected when it matters most.
4. Yes, See next page
5. Ben Phillips
   3300 North Main St
   Anderson, SC 29621
   ben@andersonlightsofhope.org
   864-933-2547
6. We have some funds from other sources but this request is not a matching funds request

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

mmy Dunn
airman, District 5

tt Sanders
hairman, District 4

ts Sullivan
ncil District 1

nn A. Davis
ncil District 2

g Elgin
cil District 3

ny Davis
cil District 6

y Wilson
District 7

—

o Watts
Council

Burns
dministrator

1. Name of entity requesting recreation fund appropriation:
Anderson County Foster Parent Association

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $ 500 – Request from All districts

3. The purpose for which the funds are being requested:
In support of the fostering community in Anderson County

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

5. Contact Person: Cammy Clary
Mailing Address: 617 Wright School Rd
Belton SC 29627
Phone Number: 864 378 2056
Email: cammyclary@yahoo.com

6. Statement as to whether the entity will be providing matching funds:
We will not

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.

Cammy Clary — Cammy Clary — 9/4/26
Signature — Print Name — Date

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Anderson County South Carolina logo featuring a clock tower and a palmetto tree.

Anderson County
South Carolina

Recreation Fund Appropriations Application

What district(s) are you requesting funding from:

District:

All districts of Anderson County

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:
   Anderson-Oconee Speech & Hearing Services
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   5,000.00
3. The purpose for which the funds are being requested:
   Anderson Oconee Speech and Hearing Services provides hearing evaluations and hearing aids to low to no income residents of Anderson County. With the funds requested we would be able to continue to provide these services to the growing population of Anderson. The inability to hear can lead to social isolation and cognitive decline.
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 ○ No Evidence or notes:

Contact Person:

5. Contact Person:

Angela Smith

Mailing Address:

Anderson Oconee Speech and Hearing Services
106 Dostak Drive
Anderson, SC 29621

Phone Number:

8642262477

Email:

shclinic@aol.com

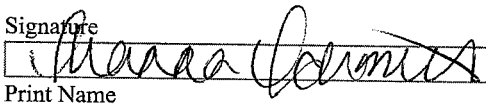
6. Statement as to whether the entity will be providing matching funds:

Anderson Oconee Speech and Hearing Services will not 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.

Certification

Signature



Print Name

Shanna Schmutte

Date 09/11/2026

This document was transcribed by AI and may contain mistakes that seem believable. To overcome this limitation, we offer 30 minutes of free Aira visual interpreting. Open the Aira app on your phone, or call 1-800-835-1934 for support. When prompted for an access offer, say "DocAccess" and share this document locator code with your interpreter: 9DA4-AF91. Your interpreter can view the document on their end at docaccess.com/go. All users agree to the terms of use by using this product.

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:
   Meals on Wheels - Anderson
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $5,000
3. The purpose for which the funds are being requested: See attached narrative
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 and See attached
5. Contact Person: Laurie Ashley
   Mailing Address: PO Box 285, Anderson, SC 29622
   Phone Number: 864-225-6800
   Email: laurie@acmow.org
6. Statement as to whether the entity will be providing matching funds: See attached statement.

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.

Laurie A Ashley — Laurie Ashley — 9-18-26
Signature — Print Name — Date

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

The $5,000 requested from Anderson County Council will be used to provide meals to senior and disabled homebound neighbors in Anderson County served by Meals on Wheels – Anderson.

Each day, Meals on Wheels – Anderson delivers meals to approximately 650 recipients across Anderson County. These meals are designed to meet the two biggest needs of the population Meals on Wheels - Anderson serves: food insecurity and social isolation.

The recipients Meals on Wheels - Anderson serves have difficulty getting and preparing food for themselves safely. The meal delivered by a friendly delivery driver is designed to meet 1/3 of their daily nutritional requirement. Our menu is prepared monthly by a certified dietician to ensure each meal helps provide a better health outcome for the neighbors we serve.

Additionally, each meal is delivered to the door of our recipients by a friendly delivery driver who does that all important brief wellness check. This interaction helps our recipients feel connected to the outside world and gives them peace of mind knowing they are being checked on regularly. If the recipient doesn't answer the door, a dedicated Meals on Wheels – Anderson staff member informs the recipient's emergency contact or initiates a welfare check by emergency services. These checks have often resulted in recipients getting lifesaving medical intervention due to falls or other health issues.

Each nutritious, lifesaving meal costs only $8. Your funding would provide approximately 595 meals and driver visits to your senior and disabled homebound neighbors in Anderson County.

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

The funds received from County Council will be matched by the funds that Meals on Wheels – Anderson raises throughout the year from individual, church, and corporate donations, grants from foundations and other grant making organizations, solicitation campaigns, and fundraising events.

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

10/24/2025

Meals On Wheels, Inc
Josh Overstreet
PO Box 285
Anderson, SC29622

RE: Registration Confirmation

Charity Public ID: P4412

Dear Josh Overstreet :

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

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
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:

   First Light

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

   Total request 17,500 - 2500.00 from each of the seven districts in Anderson County

3. The purpose for which the funds are being requested: The requested Anderson County Funds will support services and programs for child and adult survivors of abuse in Anderson County. Funding will help provide advocacy, forensic interview services, crisis intervention, ER accompaniment, trauma-informed trauma informed support and resource to all districts in Anderson County to promote safety, healing, and recovery. These funds will enhance our ability to meet the growing needs of survivors and their families, ensuring timely access to critical services while strengthening community efforts to prevent abuse and support long-term well-being across Anderson County.

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

   Yes see attached

5. Contact Person: Sarah Waldrop, Finance Manager
   Mailing Address: 218 East Calhoun Street, Anderson S C 29621
   Phone Number: 864-702-4035
   Email: swaldrop@firstlightsc.org

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

   First Light will provide matching support through existing grant funding, private donations, and in-kind contributions that help sustain services for child and adult survivors of abuse in Anderson County.

   These resources complement the requested funds and enhance the overall impact of the program.

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.

Sarah Waldrop	Sarah Waldrop	9/24/2026
Signature	Print Name	Date

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:
   Pelton Tennis Association

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $4,500 ($1,500 for new nets and $3,000 for windscreens at Leda Poore Park tennis courts)

3. The purpose for which the funds are being requested: Further upgrade of the facility after the tennis courts are resurfaced.

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: Rex Maynard
   Mailing Address: PO Box 43, Pelton, SC 29627
   Phone Number: 864-314-9451
   Email: rex@maynardshomefurnishings.com

6. Statement as to whether the entity will be providing matching funds:
   The tennis courts at Leda Poore Park are in need of resurfacing. The cost will be $80,000. A grant request has been submitted to the United States Tennis Association to cover 50% of the cost.

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.

Rex Maynard — 9/21/2026

Signature | Print Name | Date

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

5/29/2026

Belton Tennis Association
Mr. Rex Maynard
725 ANDERSON ST
BELTON, SC29627-2101

RE: Registration Confirmation

Charity Public ID: P1086

Dear Mr. Rex Maynard :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2027.

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

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 Sonders
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 Salvation Army

2. Amount of request (If requesting funds from more than onedistrict, annotate amount from each district): $7,500

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

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: Captain David Donegan Commanding Officer
   Mailing Address: PO Box 43, Anderson, SC 29622
   Phone Number: (270) 987-8868
   Email: david.donegan@uss.salvationarmy.org

6. Statement as to whether the entity will be providing matching funds:
   The Salvation Army of Anderson, South Carolina, is committed to providing matching funds for the County Grant award. The Salvation Army will match the funds provided by Anderson County in accordance with the requirements and approved purposes of the grant.

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

Capt. David Donegan
Print Name

4-21-2024
Date