AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
March 5, 2019 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:  Mr. Brett Sanders
2. INVOCATION AND PLEDGE OF ALLEGIANCE:  February 19, 2019
3. APPROVAL OF MINUTES:  
4. CITIZENS COMMENTS:  Agenda Matters only
5. PRESENTATION FROM CRESCENT ELITE SHOOTERS, CLAY DOGS AND BELTON BIRD BUSTERS, ACSD
   Mrs. Lester Brock (allotted 10 minutes)
6. RECOGNITION OF SOLID WASTE ACHIEVEMENTS AND AWARDS:  Chairman Tommy Dunn (allotted 10 minutes)
7. TRASH IN ANDERSON COUNTY:  Ms. Gracie S. Floyd (allotted 15 minutes)
8. ORDINANCE THIRD READING:
   a. 2019-005: an ordinance to amending the zoning map to rezone approximately 108.61 acres from PD (Planned Development) to PD Amendment at 2729 Highway 29 North and Cox Road. (District 7)  Dr. Jeff Parkey (allotted 5 minutes)
9. ORDINANCE SECOND READING:
   a. 2019-006: An ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the Park. (Project Pak)  Mr. Burriss Nelson (allotted 5 minutes)
10. ORDINANCE FIRST READING:
    a. 2019-008: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreements by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Tarpon 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 Revenue Credits. (Project Tarpon)  Mr. Burriss Nelson (allotted 5 minutes)
    b. 2019-009: 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 20190114 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. (Project 20190114)  Mr. Burriss Nelson (allotted 5 minutes)
    c. 2019-011: An ordinance to amend the Code of Ordinance, Anderson County, South Carolina, by adding Article IX to Chapter 42 Titled Small Unmanned Aircraft Operation. (TITLE ONLY)  Ms. M. Cindy Wilson (allotted 5 minutes)
11. RESOLUTIONS:
    a. R2019-006: A resolution inducing and identifying a proposed investment under code name of “Project Tarpon”.
    b. R2019-009: A resolution authorizing the execution and delivery of an Inducement Agreement by and between Anderson County, South Carolina and Project 20190114, 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 20190114 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure. (Project 20190114)  Mr. Burriss Nelson (allotted 5 minutes)
12. **REPORT FROM TTI COMMITTEE HELD FEBRUARY 22, 2019:**
   a. General Discussion of TTI Property Development Chairman Brett Sanders (allotted 15 minutes)

13. **REPORT FROM SHOP COMMITTEE HELD FEBRUARY 28, 2019:**
   a. Discussion of Shop Building Chairman Jimmy Davis (allotted 15 minutes)

14. **APPOINTMENTS:**
   Board of Assessment Appeals– D4

15. **EXECUTIVE SESSION:** Legal Advice regarding Colonial Pipeline Administrative Law Court Appeal

16. **REQUESTS BY COUNCIL:**
   Anderson Voices for Animals-All
   Dancing For Our Heroes/ Cancer Association- All
   Pendleton Farmers Society- D4

17. **ADMINISTRATORS REPORT:**
   a. Transfers

18. **CITIZENS COMMENTS:**

19. **REMARKS FROM COUNCIL:**

20. **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.
TOMMY DUNN: I’d like to call the Anderson County Council meeting of February 19, 2019, the part we do special resolutions, to order. We welcome every and every one of you here tonight. Thank y’all for coming.
CINDY WILSON: Thank you, Mr. Chairman. And welcome ladies and gentlemen. I believe we have gentlemen involved in this program, too. This is a resolution to recognize and honor the Palmetto Mustang Varsity Cheerleaders for their selection as the 2018 South Carolina State 4A Competitive Cheer Champions, and other matters related thereto.
WHEREAS, the Palmetto Varsity Competitive Cheerleading Team did compete on November 17, 2018 at the Colonial Life Arena in Columbia, South Carolina; and
WHEREAS, the team demonstrated drill team precision, using detailed routines that displayed the team’s cohesiveness, thus out-performing their competition; and
WHEREAS, through hard work, dedication, team work and precise attention to detail, the Palmetto Varsity Competitive Cheerleaders finished the competition with a winning score of 329 points, earning the recognition of South Carolina State 4A Competitive Cheerleading Champions for the third consecutive years; and
THEREFORE, Anderson County Council commends the Palmetto Varsity Competitive Cheerleaders for being outstanding ambassadors, reflecting true pride to their community and setting an example for their peers to emulate. We are extremely proud of the team winning the 2018 South Carolina Varsity Competitive Cheerleading Championship.
Resolved in a meeting duly assembled this 19th day of February, 2019.
May I put that in the form of a motion?
TOMMY DUNN: Yes, ma’am, you may. We have a motion by Ms. Wilson. Do we have a second?
JIMMY DAVIS: Second.
TOMMY DUNN: Second Mr. Davis. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries. Ms. Wilson?
CINDY WILSON: Mr. Chairman, we’re going to be treated to a video of their winning routine and then we’ll have everyone come down front to recognize the team.
VIDEO PLAYED

CINDY WILSON: May we have all our folks down here, along with my fellow council members, please.

PRESENTATION OF RESOLUTION

TOMMY DUNN: That will conclude this part of our presentation part of our council meeting. We’ll reconvene here back at 6:30. Thank y’all.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:12 P.M.)
State of South Carolina

County of Anderson

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 19, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CRAIG WOOTEN
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
... Anderson County Council meeting, February 19th. We welcome each and every one of you here and thank you for coming. At this time I’ve like to ask us all to rise for invocation and pledge of allegiance by Councilman Wooten.

INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN

For the record, Ms. Floyd is not going to be able to attend tonight. Also, item number 7, trash in Anderson County, if there’s no objection, Mr. Davis will be handling -- got a few remarks under it, if no objection.

Moving on, are there any corrections to be made to the minutes?

And also, number 5 will be removed. They could not attend tonight. Going to be rescheduled, hopefully, for the first meeting in March.

Going back now to approval of the minutes of February 5th meeting. Are there any corrections or changes that -- corrections that need to be made to the minutes? Do we have a motion to move this forward?

CINDY WILSON: Mr. Chairman, may we accept the minutes as submitted?

TOMMY DUNN: Motion Ms. Wilson to accept the minutes as submitted. Do we have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on now to Item number 4, citizens comments.

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

TOMMY DUNN: You sure? One of y’all want to run around there and say a few words?

Moving on now to Mr. Lummus. We might get out of here tonight if he don’t get to talking too much. Mr. Lummus. Appreciate having Mr. Lummus here. He’s an Anderson guy with Upstate Alliance. Gives that yearly report. They do a lot of good stuff for Anderson County and throughout the upstate. I know he can’t say it, but we can, he really favors Anderson. Go ahead.

JOHN LUMMUS: (Inaudible.)

TOMMY DUNN: Hang on a minute to get that mic working. I think ---

JOHN LUMMUS: There we go.

TOMMY DUNN: There you go.

JOHN LUMMUS: Anyway, it’s a great pleasure and honor to be here as a native of Anderson to be able to not only -- I live in Anderson, but also to work in the upstate and try to help with economic development here. And obviously, Anderson is near and
dear to my heart. So you are correct about that.

I’m going to talk a little bit differently than probably what we’ve heard in the past from the Upstate Alliance when myself and my predecessors have come here. I did want to give a quick overview of our organization. We’re the regional economic development group for the upstate ten counties and we focus on marketing and lead and prospect development. We work very closely with Burriss Nelson and his staff and the other nine counties, and we also have nine cities that are members of our group. You know, to expose the upstate to the world and hopefully to bring business back here and to work very closely with our local economic developers on really just developing business in the upstate. We’re a public private partnership funded by the counties and cities. And then we have about a hundred and eighty-five private sector companies that are members of our group. So we’re just very fortunate to be operating and very fortunate also that Anderson County is one of our members.

Economic development isn’t the same as it was twenty-five years ago when BMW announced it was coming to the upstate and when Michelin announced forty-five years ago that it was coming to Anderson County. Manufacturing has changed. The world economy is changing. As home to nearly five hundred firms from thirty-five different countries, the upstate is truly part of the world economy. And that means things are changing for us, too.

The first major trend of change that we see if a change in project size. Economic development success used to hinge on attracting large manufacturers, bring in a big company, bring in lots of jobs, huge win for the community. But fewer big opportunities will exist over the next five years. That’s true all over the country and also here in the upstate of South Carolina.

Here’s the data we’ve crunched and what it tells us. Major projects are down fifty percent over the last ten years. Not just here but nationwide. For us, projects that bring more than fifty jobs or over one million dollars in investment have declined. Meanwhile middle market firms are where we find growth. And we define middle market firms as those with between ten million and a hundred million in revenues per years. Mid-size companies have created the most new jobs; seventy-two percent of new jobs in the U.S.

When we looked back at the last twenty years, we saw something else. Eighty-six percent of jobs created in South Carolina were by firms that are already here, your existing industry. And y’all know this with great
companies that Anderson County has, when they do an expansion that’s a really good thing for the county. This is where we see the best opportunities; attracting more mid-sized and smaller firms and helping your community expand your existing companies. Imagine a small technology firm relocates to your community. They come here to support one of the big manufacturing sectors; automotive is an obvious one. This small firm adds to your economy quickly. They don’t need a big infrastructure investment. They don’t require a large scale workforce that you aren’t able to provide. But they do hire local support staff and local services, such as a bank, an attorney, a local CPA. They buy or rent office space. They eat in your restaurants. And they shop with your merchants, supporting the local community, and also supporting local charities.

Imagine this one firm attracts other small firms that like what they see or other companies they want to collaborate with. Those new small firms also come to your community providing the same advantages without carrying the old economic development burdens.

You start to see how this disruptive trend can become a beneficial one in many ways. Small and medium sized firms can bring money and jobs. And to take advantage of that, first, we had to recognize this opportunity. Now we have to build support. Reward our economic development teams for pursuing these smaller but valuable projects that will grow in your community. And tell these economic development success stories in a way that gets people excited.

The second disruptive trend we see goes hand-in-hand with the first one. Because trend number two is a growing demand for innovation. When economic development is tied to manufacturing, you may worry about what innovation means. Maybe you worry it’s a code word for automation, which will mean a reduction in hiring. But if we don’t embrace innovation, if we equate innovation to fewer jobs, we’re not going to attract new companies. So to respond to this second disruptive trend, our strategy at the Upstate SC Alliance is to be an innovation connector. Here’s why innovation is critical to our plans.

Our data shows that on average it took five employees in 2015 to produce one million dollars of manufactured goods. Back in 1980, the same amount of production took twenty-five employees. Tasks performed by robots are expected to increase from ten percent to twenty-five percent in the next ten years.

With automation external sources and services are more important. Local labor costs matter less. That’s
a big change for us to embrace, because as you all know, labor cost has been a way that we’ve sold ourselves to companies on coming here in the past. Now manufacturers want to go where service firms and talent are available.

We can take what we’ve learned from automotive and build on it. We’re in a great position to become an innovation specialist in aerospace and advanced materials, too. Advanced materials is a broad category and can include anything from nanotechnology to new fabrics and fibers. An advanced materials focus helps our region take advantage of the work being done by Milliken and companies in automotive and aerospace. And Anderson County has one of the best advanced materials facilities in the country right in Pendleton.

For all of us the key to making the most of this trend is to embrace it; not view it as the end of manufacturing jobs but as the key to building a strong regional economy.

The third major trend that’s changing the upstate is our expanding and changing role in the world market. As you know, we first attracted foreign companies to our region for the low costs of doing business here. Then we built infrastructure. We learned how to work in a global market. We perfected our exporting processes. Now, twenty-five years later, we’re a great base for exporting. There are new ways for us to take better advantage of that, and strong reasons to build our participation in the world marketplace. The numbers look good.

Our region’s economic development success has made us unique in the United States. Our share of jobs from foreign companies is twice the national average. We have a great platform for attracting even more foreign companies to the upstate, and a distinct advantage because of our established success with companies like Bosch, BMW, many, many others. Bringing more foreign-direct investment or FDI to our region will still be a top priority. But data shows us another way to take advantage of our connections to the global marketplace.

Wealth around the world is growing. From 2015 to 2020, more than eighty percent of global economic growth is projected to occur outside of the United States. This new and growing middle class will have spending power it’s never had before. Everything we’ve done to bring foreign companies to the upstate puts us in a great position to help companies here sell to the global market.

At the Upstate Alliance, we can help our homegrown companies find new customers by connecting them to
Export 101 training, International Commercial trips and more. I was at a presentation on Thursday in Anderson County when the South Carolina Department of Commerce was here, and they were talking about these very things; how we can work with the state to connect to international markets.

One example that we can use of how exporting can drive economic development is Tactical Medical Solutions, a local maker of tactical and medical equipment and supplies. The company was founded by Special Forces Medic in 2003. Today the Anderson-based company is a leading global developer and manufacturer of medical gear for the tactical and civilian world. They supply the tourniquet of choice for the American Red Cross and have more than two thousand products in seventy countries around the world. In 2018, the company was recognized as the Export/Import Bank’s XM New Exporter of the Year, engaging in international sales that fuel opportunities here at home, and jobs.

Our other opportunity, attracting even more foreign direct investment is tied to this important concept, marketing ourselves as a region. We need to remember how the world understands us. Even in the United States, people call us the Carolinas because they’re not sure what’s north and what’s south. Now, place yourself in the shoes of executives halfway around the world. They don’t know Greenville from Greer, Spartanburg from Seneca, Anderson from Antreville. That was supposed to be kind of a joke. But anyway, I’m sorry. I added that one.

TOMMY DUNN: It is. I’m laughing on the inside.

JOHN LUMMUS: Okay. They see us as a region on the map. For economic development, we’re stronger when we work together as a region to market ourselves to them. Being even better at telling our regional story is one way we’ll take advantage of this opportunity to bring even more foreign-direct investment to the upstate.

Twenty-five years ago, getting one German manufacturer here was huge. Now we’re at nearly five hundred firms from thirty-five different companies, and counting. Our connection to the world is more important than it’s ever been. And our ability to tap into new markets through exporting is a big opportunity. And our proven ability to work together as a region is one of our great strengths.

So I’ve talked about three major trends and have provided a lot of information in a short amount of time; a change in size of projects, a growing demand
for innovation and expanding our role in the world market.

Upstate leaders reshaped the state’s economy fifty years ago by embracing change. That’s when we started really recruiting foreign companies. That’s where our region has had a strong plan; one reason Anderson County has had great success. We’re sharing our findings because we want you to see the changes that are coming and understand the rationale for how we’re working at the Upstate SC Alliance. We hope these trends will spark your ideas of new ways to approach economic development and that these trends will provide new opportunities for us all.

Thank you. I’ll be glad to take any questions on what I’ve talked about or about our organization or just on anything?

TOMMY DUNN: Anybody have anything for Mr. Lummus? Ms. Wilson?

CINDY WILSON: Thank you for all that you’ve done. It’s been very interesting and reassuring to see with the change of leadership in our county ten years ago and Upstate Alliance, great things have been happening, with really good team work.

JOHN LUMMUS: Thank you, Ms. Wilson. I appreciate that very much.

TOMMY DUNN: Anyone else? Mr. Lummus, I appreciate the partnership Anderson County has with Upstate Alliance, and look forward to many more years of working together and doing things. But all we need is five minutes in a room with that man right there to show him why Anderson County is God’s country to show them why they want to come to Anderson County.

JOHN LUMMUS: This is true.

TOMMY DUNN: But appreciate it very much for what y’all have done for us.

JOHN LUMMUS: Thank you. And thanks for your support of the County Council of the Upstate Alliance.

BRETT SANDERS: Have you reached out to Amazon?

JOHN LUMMUS: Huh?

BRETT SANDERS: Have you reached out to Amazon?

JOHN LUMMUS: I’m going to reach out to them again. New York didn’t want them. We want them. Anderson County would be a great place for Amazon.

TOMMY DUNN: Thank you.

JOHN LUMMUS: Thank you.

TOMMY DUNN: Moving on to Item number 7 now. Mr. Davis.
JIMMY DAVIS: Thank you, Mr. Chairman. This is an item that Ms. Floyd brought up two council meetings ago, and since then I have become increasingly aware in speaking with some of my constituents in District 6 ...

TOMMY DUNN: Liftoff.

JIMMY DAVIS: I thought that might be telling me to shut up. But I think we do -- and we've all acknowledged that we do have a litter and trash problem in Anderson County. And as we've seen with the fantastic presentation that we just went through and as Mr. Nelson continues to do a fantastic job in economic development, we've got a treasure in Anderson County and we've got to make sure that we leave this treasure sometimes as we found it, if not better, for those coming behind us.

And Ms. Floyd brought this up, Mr. Wooten touched on it a little bit, but we're continually seeing, in District 6, more and more not just litter on the roads but absolute trash bags thrown out on the roads. I can also say that on the small parcels of Highway 29 that I travel, we've seen more and more trash along the roadside there. I'm ill-prepared to offer any solution to this, but I want to bring it to everyone's attention and maybe we could come together and find a way to deter litter with a stronger hand, and I'm not sure how we go about that. But thank you, Mr. Chairman. That's all I have on that.

TOMMY DUNN: Thank you, Mr. Davis. I just want to echo that and appreciate. I just want to say we do definitely have a problem, but it has changed. You know, when I was younger, you ride Anderson on the back roads, you would see tires, furniture, washing machines, refrigerators. I don't think you see that as much now as it's just trash. People throwing trash out. But it's not just Anderson. For some reason, whatever, it's a state problem, as you well know. I think -- number one, I think it's not going to change over night, but I think one very strong thing is education. I think we've got to get in schools and start -- if you educate the child, as y'all well know, that mama and daddy ain't apt to throw a piece of trash out in that car with that young'un in it. So I think we need to really focus on that. At one time we had a very strong Keep Anderson County Beautiful theme. And we need to make sure we do that. We've got a budget coming up. If we put some more patrolmen out there, I think that's going to be a deterrent. We need to work with the magistrates who get these people that's throwing trash out, not a slap
on the wrist; hit them where it hurts, in the
pocketbook, or put them on the side of the road picking
up trash. And so I think we can -- Mr. Graham’s team
could work on that with the magistrates and stuff. So
we need to make sure we do get this the best we can.
Because I think that’s going to be a deterrent, too.
And all working together with ideas on it. You know,
we put -- two years ago, a year ago, we put another
team of litter people out, a van and trailer picking up
trash on the side of the road. But that ain’t the
answer. We need to stop the trash from being put on
the side of the road. Appreciate it. Anybody else?
Ms. Wilson?

CINDY WILSON: Highway 29 was being
cleaned up, I think the state did it twice, so they
were going to start cleaning all the state roads,
spring and fall, and they didn’t this year. And it’s
so obvious. And repeating what Mr. Dunn said, it’s
going to be very important to make apprehensions of the
litterers and having consequences that they will regret
over having thrown trash out. And a few examples the
word would spread. I can’t help but think there would
be fewer litterers if a few were caught and made
examples of. Thank you.

TOMMY DUNN: Two of the last things.
You know, we do have the Great Anderson Clean-up
coming. We need to all get behind that and push it; I
think in April, Mr. Burns?

Also, went to a joint Anderson/Oconee/Pickens
/Greenville meeting this past week. And the Pickens
County Chairman invited -- you know, they done a thing,
I think a year ago they started a program where they
take Friday, all county employees, a certain Friday and
go out and pick up trash on the side of the road and
get that done. I told him we already had our thing
scheduled for April and we was going to proceed on with
that, but we’d be listening and looking at certain
things.

What I’m saying, it’s a problem other people
recognize, too, and we need to do something about it.
Hopefully we can work and listen and get good ideas
from Pickens and Greenville and what they’re doing, and
Oconee County and move forward.

Another thing Ms. Wilson has been a strong
proponent of over the years is recycling. Thank y’all.

Moving on now next will be 8(a), be ordinance third
reading, 2019-004, an ordinance to amend the code of
ordinances, Anderson County, South Carolina, by adding
Section 38-184 Titled Substance Abuse Treatment
Facilities. Mr. Harmon, would you just hit the
highlights about the -- put this in there before we go
into public hearing so if anybody wants to talk they’ll
know what this is about?

LEON HARMON: Yes, Mr. Chairman, and
members of council. This is an ordinance that would be
added to our code. It would require that a place of
business that was coming into the county as a substance
abuse treatment facility would have location
requirements on it with respect to schools and churches
and playgrounds as those sections are defined in the
state code. And this would be something that would be
handled through our building and codes when a facility
like this wished to locate in the county.

TOMMY DUNN: Thank you, Mr. Harmon. At
d this time we’ll go into a public hearing on this issue.
Anyone wishing to speak to this, please step forward,
state your name and district and address the chair.
Public hearing. Anyone at all? Hearing and seeing no
one, the public hearing will be closed. Do we have a
motion to move this forward?

CINDY WILSON: So moved.

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

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Davis. Are
there any discussion? Anyone at all? All in favor of
the motion show of hands. All opposed like sign. Show
the motion carries unanimously.

Moving on to Item number 9(a), ordinance second
reading, 2019-005, an ordinance amending the zoning map
to rezone plus or minus 108.61 acres from PD, planned
development, to PD Amendment at 2729 Highway 29 North
and Cox Road. Be District 7.

Dr. Parkey, do you have anything to add to this
before we go into public hearing? Anything you wish to
say? We’re going into public hearing on this piece of
property. Anyone wishing to speak to this matter,
please step forward and state your name, your district
and address the chair, please. Anyone at all? Anyone?
Seeing and hearing none, the public hearing will be
closed. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion by Ms. Wilson to
move forward. Do we have a second.

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any
discussion? All in favor of the motion show of hands.
I’m sorry, Ms. Wilson. I’m sorry.

CINDY WILSON: I was just going to repeat
the comment that we made earlier during this process.
This county welcomes really good quality development, and we want to encourage that. Were this proposal to come before this body now, it would not pass because it was passed during a time of great turmoil and there were a lot of residents in that area who turned out very distraught. So I’m going to encourage Mr. Herman and work with him to reduce some of the density and also to improve quality. I think you will have great sales and probably a neighborhood that will contribute to the sales. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson. Anyone else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Item number 10(a), 2019-006, an ordinance to amend an agreement for the development of a joint county industrial and business park, 2010 park, of Anderson and Greenville Counties so as to enlarge the park, Project Park. Mr. Nelson, do you want to speak on this?

BURRISS NELSON: Yes, sir. Thank you, Mr. Chairman and members of council. This is a project in Greenville. It’s not a project in our county. This is a reciprocal agreement, opportunity for us just to support Greenville in their economic development effort. As you know, we received some of the tax dollars off of that. One percent will come to our county. And it comes to council as a recommendation from staff and from the Economic Development Advisory Board. Thank you, sir.

TOMMY DUNN: Thank you. Have a motion on the floor, Ms. Wilson. Have a second? Second Mr. Sanders. Any discussion or questions for Mr. Burns -- I mean for Mr. Nelson? Sorry. Then all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to 11(a), resolution 2019-007, a resolution consenting to an assignment and extension of a fee in lieu of tax agreement and committing to a special source revenue credit agreement between Anderson County and Project Lilac. Mr. Nelson.

BURRISS NELSON: Yes, sir, Mr. Chairman. Thank you. This is much like what we have done just in the recent past for Orian Rug. This is a company, two hundred plus employees, in good standing in Anderson County. And just this last year they paid a hundred and fifty-eight thousand dollars in property tax. They are in full compliance with their ‘99 and their 2004 fee agreements. And this simply allows them to switch from the lease type agreement to the simplified fee and
allows them to streamline their business process.

Hopefully good things will come out of this for us and
for them, as well. But one of the things it does for
us, it takes the county's name out of the chain of
title. But anyway, this comes to us from -- with a
recommendation from the staff and from the Economic
Development Advisory Board.

TOMMY DUNN: Thank you, Mr. Nelson. Do
we have a motion to move this forward?

RAY GRAHAM: Motion.

TOMMY DUNN: Motion by Mr. Graham. Do
we have a second? Second Ms. Wilson. Any further
discussion? Seeing none, all in favor of the motion
show of hands. Opposed like sign. Show the motion
carries unanimously.

Thank you very much, Mr. Nelson.

BURRISS NELSON: Yes, sir. Thank you for
your support.

TOMMY DUNN: At this time we’re going to
move on to Item number 12, report from the Sewer Ad Hoc
Committee held February the 15th.

CRAIG WOOTEN: Thank you, Mr. Chairman.

This past February 15th we had a full Sewer Ad Hoc
Committee meeting. We dismissed sewer in the
northeastern part of Anderson County, more specifically
in the Piedmont/Powdersville area, which is a high
level of growth. What we talked about with staff is
seeking approval of a memorandum of understanding to
work with REWA to negotiate a former agreement for REWA
to assume ownership and operation of the waster water
system. So REWA is an entity that spans into
Greenville County but has an expensive waste water
collection system. And it’s possible by working with
them we could serve the needs of that area and able to
scale it faster and more economically. All this allows
the county to do is to work under a memorandum of
understanding to negotiate a contract.

So before anybody gets into specifics of a
contract, everybody wants to know if there’s a
willingness to work together and that there’s some
advantages to it. So the committee heard from staff on
this. They saw the benefit of it. But as in
everything, we’re very interested in the details. Any
time you get into a relationship like that for the long
term, you want to make sure that everything is ironed
out and you anticipate any positives and any
unanticipated negatives.

So with recommendation from the committee, we bring
to full council the recommendation to allow staff to
move forward to negotiate a contract with REWA, outline
the benefits, but it will be for full council approval
at a later date whether or not it’s something that we
move forward with or not. And I put that in the form
of a motion.

TOMMY DUNN: Coming from the ad hoc
committee, it doesn’t need a second. Any discussion?
All in favor of the motion show of hands. All opposed
like sign. Show the motion carries unanimously.

Mr. Chairman.

CRAIG WOOTEN: Yes, sir. And then we just
got status on a handful of sewer projects in the area.
We have a Welpine project just waiting on right-of-way.
Right-of-way has been secured. It’s already been
designed and permitted. We’re looking at completion in
the summer of 2019. Arthrex, the new facility in Sandy
Springs, we have right-of-way that’s been obtained.
Weather cooperating, we’re looking at mid April. In
the Exit 14 area, design work is still being completed
and we’re looking at a force main on 187 with potential
pump station. So a lot of progress there. That just
sort of comes as information to the council.

For an operations update, the committee was briefed
on the concept or practice of summer adjustments. When
you get water, obviously water then goes out by the
sewer, then you get charged for sewer. But there is a
billing item with the county that allows for a summer
of adjustment for increased water usage. We’re going
to look at different recommendations from county
finance or maybe better ways to restructure that that
would be more equitable to taxpayers across the board
and might be beneficial to the county.

In addition, we heard some commentary on how the
storm water fee and how the sewer fund was covered and
potential changes in that that would be more equitable
to the taxpayer.

So the second one comes as information. I guess
the first one came as a recommendation from committee
to allow staff to put together what they feel might be
a better plan for summer adjustments, but to come back
for council review for final approval.

And I put that in the form of a motion.

TOMMY DUNN: Coming from the Finance
Committee -- I mean, I’m sorry, coming from the ad hoc
commitee, it doesn’t need a second. Is there any
discussion?

BRETT SANDERS: Mr. Chairman?

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: I think you said all the
right-of-ways have been obtained, but I don’t think
they all have. I think on the ---
TOMMY DUNN: Which one?
BRETT SANDERS: On the Welpine.
CRAIG WOOTEN: Okay. They’re waiting on one right-of-way; yes. Yep.
TOMMY DUNN: Anything else on the motion? Mr. Chairman, if you would, I would just like to add y’all’s committee get with staff. You need to look at what other counties may be doing across the state and get an idea for what they’re doing.

Ms. Wilson.

CINDY WILSON: Regarding the summer adjustment, I think that’s a very good idea. No one else does it and it does create a great financial hardship for our sewer fund. And the storm water fee is a very dicey situation. I think we need to really study that closer and come up with a schedule that would be workable. I know when new development projects or building projects go in, they pay for their inspections and so forth, and that helps. But one of the items that we discussed, and they were nice enough to let me join the meeting, is that large tracts of land, farms, timberland, wetland and so forth that aren’t occupied really don’t create the storm water; they capture it. But impervious driveways and roofs, that sort of thing, that creates the runoff. So we need to carefully look at that before we make a leap on how we plan to create a storm water fee. If it’s not right, of course, to have it come out of sewer. That’s an issue that we have to resolve. Thank you.

TOMMY DUNN: Ms. Wilson, I agree. I know it’s a very sticky situation. I know our sewer thing is stressed and doing the best we can. But I’ve just a problem. This is a tax of the federal government, what it boils down to, and the state sits here, a way to get money. You can take money off a driveway or a little parking lot. And it just upsets me so much to see this happening. And I hope we can keep that from going on the taxpayers’ backs, because it’s going to get blamed on the council, but it’s not right. All the citizens ought to rise up on this. This starts with federal, then state, something or other, and it’s rammed down people’s throat. It just ain’t right. Don’t get me started on it.

Anybody got anything else?

JIMMY DAVIS: Mr. Chairman?
TOMMY DUNN: Yes, sir.
JIMMY DAVIS: I would like to echo your thoughts. I want the public to understand and to go into the minutes that there is so much that is federally mandated that we as a county have to charge
and things that have to be done by the federal
government. It’s not like we have a whole lot of ---

TOMMY DUNN: It is -- you’re right.

JIMMY DAVIS: We as a county can make
sure that we do what’s right by the constituents. Make
sure that we’re covering ourselves but also being as
fair as possible to those who do not generate
(inaudible).

TOMMY DUNN: Thank you. Anything else
on your report, Mr. Chairman?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: I guess we’ve got to vote
on your motion.

CRAIG WOOTEN: Just the motion on allowing
staff to come back on summer adjustment recommendation.

TOMMY DUNN: Recommendation. All in
favor of the motion show of hands. Opposed like sign.
Show the motion carries unanimously.

Moving on now to report from the Finance Committee
meeting held on February the 15th. Again, Chairman
Wooten.

CRAIG WOOTEN: Thank you, sir. If
possible I believe we could do the three bids together,
give a brief explanation of each one. Bid 19-032, this
is for resurfacing from the Anderson County
Transportation Commission. We had four companies bid.
Pickens Construction was the lowest bid at one million
thirty thousand two hundred and twenty dollars. The
second project 19-003, we had three construction
companies bid with F&R being the lowest at two million
eighty-eight thousand dollars three hundred and eighty-
two. And then the final one is bid 19-034. We
actually had five construction companies bid and King
Asphalt was the lowest bidder at one million one
hundred and forty-eight thousand two hundred and forty-
two. And then the final one is bid 19-034. We
got lost in that. The last one, number three, King
Asphalt got it; right?

CRAIG WOOTEN: Yes.

TOMMY DUNN: And who got the second one?

CRAIG WOOTEN: F&R Construction.

TOMMY DUNN: F&R. And who got the first
one?

CRAIG WOOTEN: Pickens Construction.

TOMMY DUNN: Okay. Coming from the
Finance Committee, it doesn’t need a second. We open
the floor for discussion.
Mr. Carroll, do you mind coming down here for a second. I want to make sure -- and Mr. Burns, you and Mr. Harmon, if you want to. Is Everything good at this time with Pickens? I know we've had some trouble in the past and we've had some things going back. I don’t want to get back in this same thing again. I want to make sure everybody is good. I don’t want to hear it coming back.

RUSTY BURNS: If you remember, Mr. Chairman, that we had meetings with Pickens and took correction action at that time. Since that time they’ve been doing a very, very good job.

TOMMY DUNN: You feel good about that?

ROBERT CARROLL: Yes, sir.


CINDY WILSON: Before Mr. Carroll leaves, did you determine why there was such a big discrepancy on the permanent grassing figure from one bid to the next per acre?

ROBERT CARROLL: Yes. I think on one project the company it was awarded to, King, was fifty-five hundred dollars an acre. On the project for F&R, they were thirty-five hundred an acre for permanent grassing. And on the Pickens Construction was twenty-one hundred and sixty. I did notice Pickens is using an upstate sub on theirs close to here. On King Asphalt, which was fifty-five hundred, they’re using -- their sub for the permanent grassing was actually in the low state. And then best I could tell on F&R, they were doing it in-house. I spoke with Matt Hogan. He said, you know, there’s really no rhyme or reason he could come up with. I did have a call in to the gentleman at King, but he did not ---

TOMMY DUNN: Mr. Carroll -- may I, Ms. Wilson? On the permanent grassing is everybody doing the same thing, they're hydroseeding? Do you know?

ROBERT CARROLL: I do not know ---

TOMMY DUNN: That’s the difference. The difference is going to be how they apply it and what kind of seeds they’re going to use. If it’s all -- we just need to make sure it’s all applies and applies. You know what I’m saying? It’s going to be hydroseeded. That’s a big difference between that and just going out and throwing out some straw. And the same way with the top seeds they’re going to use, you know, keep on. So that will be a big difference there.

I’m sure it should be spelled out in the specs and all should be the same. We just need to make sure that is that way. I put that in part of the motion we move
this on tonight.

CINDY WILSON: I just wanted to know why
-- if maybe it was a cheaper grade or something that
caused it to be much more. Thank you.

ROBERT CARROLL: And if you notice on the
other line items, obviously we're -- well, they're low
overall. They were lower on many more items. But that
item they were higher on; you are correct.

TOMMY DUNN: Any more discussion?

Motion to move this forward? All in favor of the
motion -- thank you, Mr. Carroll.

If it's all right, executive session, 13(b), we'll
put the executive session with 15. We'll take of all
that then. Does that suit everybody to do them at one
time.

Okay. Mr. Harmon, is that right? We're good?

Anybody got anything else in your report, Mr.
Chairman?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: Thank y'all very much.

Moving on now to number 14, appointments. Has
anybody got any appointments? I've got one, Mr.
William F. Michie, to the Economic Development Board.
I think y'all's got a copy of his thing. He's been on
the board for years. I've got an opening. He was took
off. And I think he's done an outstanding job in my
dealings with him over the past and in talking to Mr.
Nelson and his staff, they also agree. Like I say I've
got an opening and I want to put his name forward which
is perfectly fine in our ordinance. I double checked
on that. So I put that in the form of a motion.

CINDY WILSON: Second.

RAY GRAHAM: Second that.

TOMMY DUNN: Second Mr. Graham. Any
discussion? All in favor of the motion show of hand.
Opposed like sign. Show the motion carries
unanimously. Does anybody have anything else I've
overlooked as far as appointments?

Seeing none, now see if we have a motion to go into
executive session to take legal matters -- discuss
legal matters on the Iva Sewer, the TTI building in
Pickens and the Colonial Pipeline appeal to the
Administrative Law Court. Mr. Harmon has got some
updates, I think, on these things he'd like to talk
with us to discuss them. Do we have a motion to move
that -- go into executive session?

CINDY WILSON: So moved.

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

RAY GRAHAM: Second.
TOMMY DUNN: Second by Mr. Graham. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Go to the conference room.

EXECUTIVE SESSION

CINDY WILSON: ... a motion to come out of executive session, received information regarding the legalities of the Pickens County TTI building issue, the Iva sewer matter and the Colonial Pipeline appeal, with no action taken.

TOMMY DUNN: Thank you, Ms. Wilson. Do we have a second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on, first, coming from the Finance Committee meeting, they met last week and make this recommendation. Chairman Wooten.

CRAIG WOOTEN: Yes. I would like to make a motion that we allow staff to put out to bid for thirty days advertising in the Wall Street Journal, the Greenville News, Anderson Independent, our property in Pickens County for end result of a sealed bid to be opened under procurement rules.

TOMMY DUNN: That’s coming from the Finance Company as a recommendation; right?

CRAIG WOOTEN: Yes, sir.

TOMMY DUNN: It doesn’t need a second. Any discussion? All in favor of the motion show of hands. Opposed. Motion carries unanimously.

Moving on, I believe Mr. Davis.

JIMMY DAVIS: Thank you, Mr. Chairman. At this time I would like to make a motion to approve the hiring of the law firm of Logan & Jolly to assist with the issue of the Iva sewer matter.

TOMMY DUNN: We have a motion by Mr. Davis. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. All opposed? Abstentions?

RAY GRAHAM: Abstain.

TOMMY DUNN: Show the motion carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten, Ms. Wilson. Mr. Graham abstains. Mr. Sanders.

BRETT SANDERS: Yes, sir, I’d like to make a motion to approve the involvement of Anderson County in the Administrative Law Court case filed by Colonial Pipeline seeking an exemption for certain pollution
control equipment.

TOMMY DUNN: We have a motion by Mr. Sanders. Have a second.

CINDY WILSON: Second.


Moving on to Item number 16, request by council members. Mr. Davis.

JIMMY DAVIS: Thank you, Mr. Chairman. At this time I have none for District 6, but in her absence, I spoke with Ms. Floyd as she’s not feeling well tonight, Ms. Floyd called and asked me to make a couple of allocations for her. I’ll make this in the form of one motion, but I’ll read through them. From District 2 rec fund, Ms. Floyd would like to appropriate five hundred dollars to the Chapter of Alpha Kappa Alpha Sorority, Incorporated to go for educational and cultural growth scholarships, for donations to community based organizations and special projects and camp scholarships for disadvantaged youth. And so that would be five hundred dollars for Alpha Kappa Alpha.

And then also from the District 2 rec fund, a one thousand dollars for the Palmetto Knights. And they will be having an event out at T. Ed Garrison Arena February 23rd. And this is going to be an outstanding event out there and they bring -- they anticipate over a hundred fighters and court staff to be traveling to Anderson County. And we will recognize many hotel rooms being filled and restaurant tables being filled for this.

So I make this in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Davis, and second by Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Anything else, Mr. Davis?

JIMMY DAVIS: Not at this time, sir.

TOMMY DUNN: Mr. Sanders.

BRET SANDERS: Yes, sir. District 4 would also like to donate five hundred to the Palmetto Knights out of its rec fund.

TOMMY DUNN: Have a motion by Mr. Sanders. Have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Any discussion. All in favor of the motion show of hands. Opposed like sign. Show the motion carries
unanimously.

Anything else, Mr. Sanders?

BRETT SANDERS: No, sir. Thank you.

TOMMY DUNN: Mr. Graham, you got anything?

RAY GRAHAM: Nothing at this time.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yes. I’d like to make a motion for five hundred dollars out of District 1’s rec account for the 5K run across the connector to support Meals on Wheels.

TOMMY DUNN: Have a motion Mr. Wooten.

TOMMY DUNN: Have a second? Second Ms. Wilson. Any discussion?

All in favor of the motion show of hands. Opposed like sign. Motion carries unanimously.

Anything else, Mr. Wooten?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: Ms. Wilson? District 5 has nothing at this time.

Moving on to Item number 17, administrator’s report.

RUSTY BURNS: Nothing at this time, Mr. Chairman.

TOMMY DUNN: Moving on now, citizens comments. Mr. Harmon?

LEON HARMON: Mr. Chairman, we have one citizen signed up, Eugene Moore.

TOMMY DUNN: Mr. Moore. Please state your name and district just for the record, Mr. Moore, and address the chair. And you’ve got three minutes. You can talk in that mic over there. Mr. Burns, help him to make sure that mic’s on and everything is good to go.

EUGENE MOORE: Eugene Moore.

TOMMY DUNN: Yes, sir.

EUGENE MOORE: Good afternoon to the council. I live at 1211 Bolt Drive. Between 1211 and 1209 there’s a drainage ditch that runs the water off of Bolt Drive. The City of Anderson, two years ago, said they no longer takes care of that. Anderson County do not take care of it. And the state say they only handle to the end of the (unintelligible) where the water goes through. But a hundred and twenty-five foot ditch is stopped up -- seventy-five feet of it is stopped up. And it’s causing water to enter my basement and flooding the property across the street.

So in the process of whenever the city made the decision that they’re no longer going to take care of that, how does it become the individuals who live there to take care of that ditch, is what I’m trying to find
out. Who do -- where do I start? Because what I'm saying, the city says they no longer do that. Up until two years ago they were cleaning it out every year. Okay? County say they don’t take care of it. Now that same project goes all the way through Lloyd and McKinley. And you’re supposed to be working on some type of sewer project in that whole area. But like I saying, with the prediction of the weather that we’re going to have this upcoming week -- I just got over a flood in my basement a week ago. Because what it does, the water level -- when the table in the ground builds up to a certain height, then the water seeps into my basement. And the water can’t leave my -- off the roof and go into the drain because it’s backed up. It’s flooded. And you can see -- now is a good time for somebody to be able to see what I’m talking about because it has already started flooding in my backyard and tomorrow it’ll probably be in the yard across the street at 1210 Bolt Drive.

TOMMY DUNN: I’ll be glad to talk to you after the meeting. We don’t -- I know you ain’t familiar with our procedures. We don’t answer questions at this time. It’s in our ordinance not to do that. It’s not a town hall meeting. But we’ll see if we can’t get you some things.

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

TOMMY DUNN: Okay. Moving on to council comments. Mr. Davis.

JIMMY DAVIS: None at this time, sir.

TOMMY DUNN: Mr. Sanders.

BRETT SANDERS: Yes, sir. I would like to just say thanks to Upstate Alliance and Mr. Lummus for their presentation. I’m very thankful, especially in my district, for the TTI’s, the Arthrex, the Ortec. But he reiterated what I’ve said many times, especially during my campaign, that we need to remember the smaller businesses. The smaller businesses that he discussed is the way things are moving, and I would just like to ask council as smaller things arise that we give them the same attention as we do the larger ones. Thank you, sir.

TOMMY DUNN: Thank you. Mr. Graham.

RAY GRAHAM: Nothing at this time.

TOMMY DUNN: Mr. Wooten.

CRAIG WOOTEN: Yes. If possible I’d like to amend a motion that I made earlier. In the advertisement of the TTI property, you know, we said Wall Street Journal, Greenville News and Anderson Independent. I think also we always stress doing
business in Anderson as much as we can, you know, to include the Anderson Observer and other local outlets that pay special attention to the council.

TOMMY DUNN: Mr. Wooten made that motion. Ms. Wilson seconds it. Any discussion on that? All in favor of his motion show of hands.

Anything else?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Nothing.

TOMMY DUNN: Mr. Harmon?

LEON HARMON: Yes, sir.

TOMMY DUNN: Just a hypothetical question here if you can answer it. It seems like this happened years ago with the county, something another. If the county were to be doing maintenance on something, start doing maintenance on something, say a road ditch for instance or something, can you just arbitrarily all of a sudden you ain’t going to start doing that?

LEON HARMON: All of a sudden say that we’re going to stop doing that?

TOMMY DUNN: Yeah. Wouldn’t that be -- I’m just asking, wouldn’t the citizens that affects have a good chance in a civil chance on that right there to take somebody to Court?

LEON HARMON: They very likely would, and could certainly look at that possibility if they so choose to do that.

TOMMY DUNN: Maybe the Administrator could bring that to the attention of the new City Manager and tell him what problem that’s going to be. Might solve a lot of problems for everybody; show a little love and kindness. You ain’t got to be mean all the time. Okay?

The second thing, I want to appreciate the Administrator and his staff. I got some bad news last week about a company in our district -- in Anderson County in my district, partly closing. He was quick to respond to my request and get back with me and he got the wheels in motion with the state people and the county people and already got a meeting set up to help these workers. I hate to see anybody lose a job, but the good thing is, they’re highly trained, worked in a good place, and they should be able to get job. Mr. Burns is lining them up and working on it. I do hate that. But I do want to appreciate doing that and looking after our citizenry of Anderson County.

I want to thank my fellow council members tonight for our meeting, getting done with the people’s
business. And look forward to meetings coming up. You know, with these committees, we’ve got a lot of work to take care of and do and work on it. Appreciate what everybody is doing. We’ve got a budget to get on to and look forward to that.

Meeting will be adjourned. Thank you.

(MEETING ADJOURNED AT 7:57 P.M.)
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 for major changes to the Rocky River (formerly Kay’s Hill) Planned Development, with +/- 108.61 acres on a parcel of land, identified as 2729 Highway 29 North, at the corner of Highway 29 North and Cox Road, in the Hammond School Precinct shown in Deed Book 12136 page 00178; and including the Statement of Intent for “Rocky River” dated December 12, 2018. The parcel is further identified as TMS #173-00-04-025.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment for major changes to the Rocky River (formerly Kay’s Hill) Planned Development with +/- 108.61 acres of TMS #173-00-04-025 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 9, 2019, during which it reviewed the proposed major changes for the Rocky River (formerly Kay’s Hill) Planned Development on +/- 108.61 acres of TMS #173-00-04-025 described above, including the Statement of Intent for “Rocky River” dated December 12, 2018 and found it in compliance with the Anderson County Comprehensive Plan, and recommended it to County Council as an amendment to the Anderson County Official Zoning Map; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on February 19, 2019, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 for major changes to the Rocky River (formerly Kay’s Hill) Planned Development for +/- 108.61 acres of TMS #173-00-04-025 described above, including the Statement of Intent for “Rocky River” dated December 12, 2018.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
ATTEST: Ordinance 2019-005

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 5, 2019
2nd Reading: February 19, 2019
3rd Reading: March 5, 2019
Public Hearing: February 19, 2019
Rezoning Request
2729 Highway 29 North
PD Amendment
Rezoning Request
2729 Highway 29 North
PD Amendment
Future Land Use
- Agriculture
- Commercial
- Residential

Rezoning Request
2729 Highway 29 North
PD Amendment
 ORDINANCE NO. 2019-006

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

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

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

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

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include 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 as so revised, without further action by either county.

DONE in meeting duly assembled this ___ day of ____________, 2019.

(SEAL)

ATTEST: FOR ANDERSON COUNTY CAROLINA

__________________________ ____________________________
Rusty Burns Tommy Dunn, Chairman
Anderson County Administrator Anderson County Council

__________________________
Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
Anderson County Attorney

First Reading: February 19, 2019
Second Reading: ________, 2019
Third Reading: ________, 2019
Public Hearing: ________, 2019
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
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_______, 2019, ________, 2019 and _________, 2019, 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.

Lacey Croegaert
Clerk, Anderson County Council

Dated: ________, 2019
ORDINANCE NO. 2019-008

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TARPON 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 REVENUE 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 “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, a company (the “Sponsor”), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making three (3) individual investments (each a “Project” and collectively, “Project Tarpon” or “the Projects”) on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, Project Tarpon consists of the following Projects:

- An investment of not less than $3,250,000 (“Project Tarpon Solar I”);
- An investment of not less than $3,250,000 (“Project Anderson Solar Farm”)
- An investment of not less than $3,250,000 (“Project Sweet Grass Solar”); and

WHEREAS, the Sponsor has represented that the Projects will involve an investment in each of the Projects in at least the amounts detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreements); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Sponsor that the Projects would each be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that each Project would serve the purposes of the FILOT Act; and
WHEREAS, pursuant to the authority granted to the County under Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause each Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a "Park") such that each Project will receive the benefits of the FILOT Act; and

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreements 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 Sponsor, it is hereby found, determined and declared by the County Council, as follows:

(a) The Projects will each 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 Projects are anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any 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 Projects, 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 each Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreements 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 Agreements were set out in this Ordinance in their entirety. The
Chairman of County Council or the County Administrator are hereby authorized, empowered and
directed to execute, acknowledge and deliver the Fee Agreements 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 Agreements to be delivered to the Sponsor and cause a copy of the
same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreements
are to be in substantially the form now before this meeting and hereby approved, or with such minor
changes therein as shall be approved by the Chairman of County Council or the County
Administrator, upon advice of counsel, such official’s execution thereof to constitute conclusive
evidence of approval of any and all changes or revisions therein from the form of Fee Agreement
now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more
adjoining counties (and, to the extent any portion of any Project site is located within the corporate
limits of a municipality, to work with such municipality) to cause the Project sites to be located
within a Park, through amendment of an existing Park or creation of a new Park in accordance with
the Park Act. The County shall undertake those procedures and documents necessary for the creation
or expansion of such Park and shall use its best efforts to maintain the Project sites in such Park
during the term of the incentives provided for pursuant to the Inducement Agreement and the
applicable Fee Agreement or subsequent ordinances or agreements.

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 Agreements and the performance
of all obligations of the County thereunder.

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

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

[signature page follows]
ENACTED in meeting duly assembled this __th day of __________________ 2019.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:
Second Reading:
Public Hearing:
Third Reading:
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

TARPON SOLAR I, LLC as SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF ______________, 2019
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Tarpon Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated south of Burns Bridge Road (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Tarpon Solar"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on ____________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on ________________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.
"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

"County Administrator" shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

"Decommissioning" shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

"Equipment" shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

"Fee Agreement" shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.
“PILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi-County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.
“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Tarpon Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.
(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant
criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the
investment resulting from the Project, and the anticipated costs and benefits to the County and following
the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any
incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the
purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the
benefits of the Project are greater than the costs.

(c) Based on representations of the Sponsor, the County identified the Project, as a “project” on
______, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery
of this Agreement and any and all actions necessary and appropriate to consummate the transactions
contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County
Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be
included with the boundaries of the Multi-County Park or another multi-county park in order that the
maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located
within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives
of the County are pending or threatened against or affecting the County in any court or before any
governmental authority or arbitration board or tribunal, which could materially adversely affect the
transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or
enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the
County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina,
has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution
and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions
hereof will not result in a default, not waived or cured, under any company restriction or any agreement or
instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect
on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating
facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes
permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property
authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment
Period.
(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the PILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the PILOT and other incentives granted by this Fee Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the PILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net PILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the PILOT Payment to be made with respect to any year is less than the Net PILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net PILOT Payment and the PILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding PILOT Payment is due, shall be treated as a PILOT Payment under this Fee Agreement and shall be subject to statutory interest
if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.
In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "Retroactive Tax Payment"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect
to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all
purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage
and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.
Section 4.13. **Payment of Administrative Expenses.** The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. **Collection and Enforcement Rights of County.** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. **Assignment and Subletting.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. **County’s Estoppel Certificates for Sponsor’s Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. **Sponsor’s Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. **Events of Default.** The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.
Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or 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:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC

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Ordinance 2019-008
Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. 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 5.4. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS
FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________
Tommy Dunn, Chairman
Anderson County Council

SPONSOR:

TARPON SOLAR I, LLC

By: Paul Fleury
Its: Manager

Lacey Croegaert, Clerk to Council
Anderson County Council

Signature Page
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 043-00-06-001-000.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment (Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

- Net FILOT Payment ($7,400 (as adjusted for increases in power production))

= The Special Source Revenue Credit (for the applicable year)
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

ANDERSON SOLAR FARM, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _________________, 2019
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Anderson Solar Farm, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated east of Lewis Street (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Anderson Solar Farm"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined hereinafter) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on ____________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on ________________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf of the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

Ordinance 2019-008
“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.
“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi-County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.
“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Anderson Solar Farm, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any
incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based upon representations of the Sponsor, the County identified the Project, as a "project" on ______, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement.
and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance
therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the
County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to any year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "Retroactive Tax Payment"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.
In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in
Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated PILOT Payment for said Removed Component, the amount of the Negotiated PILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat
of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of
any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("Confidential Information"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "Filings").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.
Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default
hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or 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:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Anderson Solar Farm, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600

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Ordinance 2019-008
**Section 5.2. Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. 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 5.4. Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 5.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8. Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

**Section 5.9. Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

**Section 5.11. Execution Disclaimer.** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____________________________
   Tommy Dunn, Chairman
   Anderson County Council

ATTEST:

Lacey Croegaert, Clerk to Council
Anderson County Council

SPONSOR:

ANDERSON SOLAR FARM, LLC

By: Paul Fleury
   Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 124-00-01-001.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment
(Fair Market Value (as adjusted for depreciation) \times 6\% \text{ Assessment Ratio} \times 321.5 \text{ mils})

- Net FILOT Payment
($7,400 \text{ (as adjusted for increases in power production)})

= The Special Source Revenue Credit
(for the applicable year)
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

SWEET GRASS SOLAR, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF __________, 2019
ARTICLE V
MISCELLANEOUS

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Sweet Grass Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated west of Belton Honea Path Highway (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Sweet Grass Solar"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on ___________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on ________________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.
“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.
“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054 unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.
"Qualifying Infrastructure Costs" shall have the meaning set forth in Section 4.1 of this Fee Agreement.

"Real Property" shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

"Special Source Revenue Credit" shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

"Sponsor" shall mean Sweet Grass Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

"Structure" shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

"Substantial Energy Generation" shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any
incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the County identified the Project, as a “project” on _______, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement.
and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures
and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to
be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to hereinafter are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “Retroactive Tax Payment”). The repayment obligations arising under this Section survive termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in
Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. Place and Allocation of Payments in Lieu of Taxes.** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. Removal of Equipment.** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(ii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.7. Damage or Destruction of Project.**

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) **Election to Remove.** In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. Condemnation.**

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat
of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of
any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.
Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor’s Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default.
hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such
right and power may be exercised from time to time and as often as may be deemed expedient. In order to
entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than
such notice as may be herein expressly required and such notice required at law or equity which the Sponsor
is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as
obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon
abandonment, termination of the lease governing the Land, or other termination of the Project by the
Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under
this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under
this Fee Agreement shall be effective when delivered to the party named below or 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:

AS TO THE COUNTY: Anderson County, South Carolina
Att: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Sweet Grass Solar, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600
Section 5.2. **Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. **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 5.4. **Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. **Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. **Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. **Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. **Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. **Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. **Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. **Execution Disclaimer.** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

____________________________________
Lacey Croegaert, Clerk to Council
Anderson County Council

SPONSOR:

SWEET GRASS SOLAR, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 252-00-02-010.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment
(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

- Net FILOT Payment
($7,400 (as adjusted for increases in power production))

= The Special Source Revenue Credit
(for the applicable year)
ORDINANCE NO. 2019-009

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 20190114 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 March 5, 2019 an inducement resolution (the "Inducement Resolution") with respect to certain proposed investment by [PROJECT 20190114], a (the "Company") (which was known to the County at the time as "Project 20190114"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $13,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of ___, 2019.

ATTEST: FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: _________, 20___
Second Reading: _________, 20___
Third Reading: _________, 20___
Public Hearing: _________, 20___
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 __________, 2019, __________, 2019, and __________, 2019, 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.

_____________________
Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

Dated: __________, 2019
FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT 20190114]

Dated as of __________, 2019
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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>[Project 20190114]</th>
<th>Project Name:</th>
<th>Project 20190114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment:</td>
<td>$13,000,000</td>
<td>Location (street):</td>
<td>To be provided</td>
</tr>
<tr>
<td>Tax Map No.:</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. FILOT
   - **Required Investment:** $13,000,000
   - **Investment Period:** 5 years
   - **Assessment Ratio:** 6%
   - **Fixed Millage:** 316.5 mills
   - **Clawback information:** If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively

2. MCIP
   - **Included in an MCIP:**
   - **If yes, Name & Date:**

3. SSRC
   - **Total Amount:** Not to exceed $205,000 each year for years 1 - 4
   - **No. of Years:** 30 years
   - **Yearly Increments:** 85% years 1 – 4, 35% years 5 – 30
   - **Clawback information:** If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively

4. Other information
   - **In the event $13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.**
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “Fee Agreement”) is made and entered into as of ______________, 2019 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 20190114], 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 4-1-17 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 a new distribution/manufacturing 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 ______________, 2019, 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.


“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 20190114], 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 $13,000,000 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, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

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

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

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

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.
“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least $2,500,000 by the Company, or of at least $5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

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

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

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

“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.

“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 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” 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.

“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 PILOT 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 PILOT 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 316.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the PILOT 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 PILOT 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 PILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the PILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]
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 Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. 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 which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

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

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Standard 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 permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 316.5 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 four (4) consecutive years in an amount equal to eighty-five percent (85%) 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, but not to exceed $250,000 each year and thereafter, for a period of twenty-six (26) consecutive years in an amount equal to thirty-five percent (35%) 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 the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this 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 (120th) day following the last day of the Standard 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 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 PILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such PILOT 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 PILOT 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 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 PILOT 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 Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(b) As a condition to the PILOT 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 ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. 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 Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

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

Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source 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, proceeding 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 PILOT 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 PILOT 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 
other agreements, documents, and instruments as may be reasonably required to effectuate the 
assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate 
under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this 
Section.

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

[End of Article V]
ARTICLE VI

DEFAULT

Section 6.01  Events of Default

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

(a) Failure by the Company or any Sponsor Affiliate to make the PILOT 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 FILOT Act Minimum Investment Requirement or the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.
In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of ad valorem taxes to collect any FILOT payments due hereunder.

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]
ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

__________________________
Attn: ______________________
__________________________

With a copy to:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, 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 PILOT 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 PILOT 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 PILOT Act and this Fee Agreement, to locate the Project in the County. In case a change in the PILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the PILOT 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 PILOT 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 Agreement. The Company’s obligation to make PILOT 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 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: ____________________________
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

______________________________
Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

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

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]
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 __________, 2019 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 __________, 2019 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:

<table>
<thead>
<tr>
<th>Personal Property Description</th>
<th>Investment Amount</th>
</tr>
</thead>
</table>

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. 2019-011

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BY ADDING ARTICLE IX TO CHAPTER 42 TITLED SMALL UNMANNED AIRCRAFT OPERATION. (TITLE ONLY)
WHEREAS, Anderson County, South Carolina, a political subdivision of the State of 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 "Park Act"), of the Code of Laws of South Carolina 1976, as amended (the "Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the 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, a private partnership (the "Sponsor"), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making three individual investments (each a "Project" and collectively, "Project Tarpon" or "the Projects") on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, Project Tarpon consists of the following Projects:

- An investment of not less than $3,250,000 ("Project Tarpon Solar I");
- An investment of not less than $3,250,000 ("Project Anderson Solar Farm")
- An investment of not less than $3,250,000 ("Project Sweet Grass Solar"); and

WHEREAS, the Sponsor 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 in the County, which will result in expected investment by the Company in each of the Projects in at least the levels detailed above
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 Sponsor has requested that the County enter into separate fee-in-lieu of tax and special source revenue credit agreements with the Company with respect to each Project pursuant to the FILOT Act and the Park Act (each a "Fee Agreement", and collectively, the "Fee Agreements"), thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to each of the Projects; and

WHEREAS, the FILOT Act requires that the County induce and identify each Project in order for each Project to qualify for benefits under the FILOT Act.

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

Section 1. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County Council relating to the identification of each Project.

Section 2. The County Council hereby authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper to pursue negotiation of (i) FILOT benefits with the Sponsor for each Project, including the following parameters: minimum investment levels in each Project as detailed above in economic development property as defined in the Act over a 5-year investment period, with an assessment ratio of 6% for the new investment and a fixed millage rate for each Project for the term of thirty (30) years with an option to extend the term for a further ten (10) years, the terms of which shall be further set forth in the individual Fee Agreement for each Project, and (ii) Special Source Revenue Credits in the amounts set forth in the applicable Fee Agreement.

Section 3. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to each Project, within the meaning of the FILOT Act.

Section 4. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Done in meeting duly assembled this 5th day of March, 2019

(SEAL)

ATTEST: ________________________________ FOR ANDERSON COUNTY: ________________________________

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

______________________________ ________________________________
Lacey Croegaert, Leonard C. Harmon
Anderson County Clerk to Council Anderson County Attorney

APPROVED TO FORM:

______________________________
Leon C. Harmon
RESOLUTION NO. R2019-009

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT 20190114, 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 20190114 WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial 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 20190114 (the “Company”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “Project”), which will result in expected investment by the Company in the Project of at least $13,000,000 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 FILO 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 FILO Act.
DONE in meeting duly assembled this 5th day of March, 2019.

ATTEST:

______________________________
Rusty Burns
Anderson County Administrator

______________________________
Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon Harmon
Anderson County Attorney

FOR ANDERSON COUNTY:

______________________________
Tommy Dunn, Chairman
Anderson County Council
INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “Agreement”) made and entered into as of March 5, 2019 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 20190114], a ______________ (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”), 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 industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “Project”), which will result in an expected investment by the Company in the Project of at least $13,000,000 (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 Greenville County or other adjoining county in the State (the “Park Agreement”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of ad valorem taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.
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 March 5, 2019, 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 Sourced 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 after the last year of the capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 316.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2019); 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.
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 PILOT 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 permits 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 PILOT 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 Companies 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 85% of each year’s payments in lieu of taxes pursuant to the Park Agreement, such annual special source credit not to exceed $205,000, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for four (4) consecutive years and thereafter, an annual special source credit equal to 35% 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(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for 26 consecutive years (for a total of 30 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 meet the Investment Target by the end of the Investment Period, any special source credits otherwise payable under the 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.

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 PILOT 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 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 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 PILOT 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 and the Infrastructure 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 in Lieu of Tax and Special Source Credit 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, 2019, 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

By: ________________________________
    Tommy Dunn, Chairman
    Anderson County Council

ATTEST:

______________________________
Lacey Croegaert
Anderson County Clerk to Council

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]
[PROJECT 20190114]

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 March 5, 2019, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

______________________________
Clerk to Anderson County Council

Dated: March ______, 2019
Friday, February 22, 2019 at 11:00 am
Historic Courthouse
Administrator’s Conference Room- Second Floor

Chairman Brett Sanders, Presiding

1. Call to Order:

2. Invocation and Pledge of Allegiance:

3. General discussion of TTI Property Development

4. Citizens Comments:

5. Adjournment:
Shop Committee Agenda

Committee Members:
The Honorable Jimmy Davis, Chairman
The Honorable Ray Graham
The Honorable M. Cindy Wilson

Thursday, February 28, 2019 at 11:30 am
Historic Courthouse
Administrator’s Conference Room - Second Floor

Chairman Jimmy Davis, Presiding

1. Call to Order:

2. Invocation and Pledge of Allegiance:

3. Discussion of Shop Building

4. Citizens Comments:

5. Adjournment:

Chairman Jimmy Davis

Honorable Ray Graham
BOARD, COMMITTEES AND COMMISSIONS
APPLICATION

Please complete this application in its entirety and return to the address below or by email:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Moore William C
   Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Board of Assessment Appeals
2. 
3. 

Physical Address and Mailing Address, if different:

   __________________________________________       Physical
   __________________________________________       Mailing

Home Phone: ___________________________ Cell Phone. ___________________________

Email: x Preferred method of contact: Cell

County Council District: 4 GED Equivalent: Yes or No

Highest Level of Education: High School High School Grad: Yes or No

College Attended: Technical Degree: ___________________________

Address of College: __________________________________________

Employment History:
COMPANY POSITION EMPLOYMENT DATES

   __________________________________________

   __________________________________________

   __________________________________________

   __________________________________________

Signature of Applicant ___________________________

Date Feb 25 2019

Recommendation of Council: __________________________________________
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: All

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Anderson Voices for Animals

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $ 1000

3. The purpose for which the funds are being requested: Spay & Neuter Feral Cats

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: Sommer Hammett
Mailing Address: 126 Elliot Circle
Anderson, SC 29621
Phone Number: 261-0855
Email: Sommerhammett@hotmail.com

6. Statement as to whether the entity will be providing matching funds: No

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

Sommer Hammett
Signature

Print Name

Date
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC
Anderson Voices for Animals

126 Elliott Circle, Anderson, SC 29621

501-c-3 Non-profit Organization, Tax ID: 26-3442266

Sommer Hammett/Jenny O'Barr/Dr. Cary Hughes

Anderson Voices for Animals (AVFA) is a non-profit, donations-based spay/neuter program for stray and feral (wild) cats in Anderson County. Since 2008, over 2,800 cats have been spayed, neutered and vaccinated by AVFA. This community program is helping to reduce the 7,000 plus animals that enter our county shelter every year (PAWS) and it is our goal to reduce the overall number of unwanted animals in Anderson County—thus saving valuable tax dollars for our citizens. AVFA also helps feed the cats that have been altered by us. Currently, we are feeding more than 75+ cats per day.

AVFA is also involved in assisting low-income dog owners with food donations to help them keep their pets instead of turning them into the shelter due to financial hardship.

Thank you for donating to Anderson's animals. ALL donations are carefully screened to prevent abuse and to help the most animals in need. No donation is too small, and we will gladly pick up from your location. Needed donations: Dry or wet cat food or dog food, cat litter, pine shavings, hay bales, blankets, cleaning supplies, or anything 'animal related', sanitized wipes, puppy pads, shoe boxes, towels, dog/cat houses, disposable gloves, trash bags, 409 Spray.

Business/Name: ___________________________ Date: ___________________________

Address: ___________________________________________________________________

Phone: _______________ Contact Person: __________________ Check #: _________ Cash/Amt. ________

For: _______________ Bone-e-Flit ____________ Signed: __Sommer Hammett______________
ANDERSON VOICES FOR ANIMALS

Corporate Information

| Entity Type: Nonprofit |
| Status: Good Standing |
| Domestic/Foreign: Domestic |
| Incorporated State: South Carolina |

Important Dates

| Effective Date: 09/19/2008 |
| Expiration Date: N/A |
| Term End Date: N/A |
| Dissolved Date: N/A |

Registered Agent

| Agent: SOMMER S HAMMETT |
| Address: 126 ELLIOTT CIR ANDERSON, South Carolina 29621 |

Official Documents On File

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<td>09/19/2008</td>
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For filing questions please contact us at 803-734-2158

Copyright © 2019 State of South Carolina
State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Dec 13, 2018

Anderson Voices for Animals
Sommer S Hammott
126 Elliott Circle
Anderson, SC 29621

RE: Registration Confirmation
Charity Public ID: P16395

Dear Sommer S Hammott:

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 May 15, 2019.

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,

[Signature]

Kimberly S. Wickensham
Director, Division of Public Charities

South Carolina Secretary of State, Division of Public Charities
1205 Pendleton Street, Suite 525, Columbia, SC 29201
Phone (803) 734-1790 Fax (803) 734-1604 Email: charities@sos.sc.gov www.sos.sc.gov
RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: __

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Dancing for Our Heros/Cancer Association of Anderson

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $100.00

3. The purpose for which the funds are being requested: To help reduce the burden on Anderson County residents battling cancer.

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: Carla Parker
Mailing Address: 503 Drayton Circle Anderson SC 29621
Phone Number: (864) 934-1082
Email: thek9klipper18@gmail.com

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

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

Carla Glenn Parker
Signature

Carla Glenn Parker
Print Name

2/14/19
Date
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRCT: 2

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Dancing For Our Heros / Cancer Association of Anderson

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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: Carla Parker
Mailing Address: 503 Drayton Circle, Anderson SC 29621
Phone Number: (661) 934-1082
Email: theK9Klippers180@yahoo.com

6. Statement as to whether the entity will be providing matching funds: No

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

Signature: Carla Glenn Parker
Print Name: Carla Glenn Parker
Date: 2/14/19
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 3

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

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   Dancing For Our Heros / Cancer Association of Anderson

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5. Contact Person: Carla Parker
   Mailing Address: 503 Drayton Circle Anderson SC 29621
   Phone Number: (843) 934-1082
   Email: thek9klipper18@gmail.com

6. Statement as to whether the entity will be providing matching funds: No

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

Carla Parker / Carla Glenn Parker 2/14/19
Signature Print Name Date
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 4

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

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5. Contact Person: Carla Parker
   Mailing Address: 503 Drayton Circle Anderson Sc 29621
   Phone Number: (864) 934-1082
   Email: thekgklipper18@gmail.com

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

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

Carla Glenn Parker
Date 2/14/19
Signature Print Name
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT:  S

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

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5. Contact Person: Carla Parker
   Mailing Address: 603 Drayton Circle Anderson SC 29621
   Phone Number: (843) 934-1082
   Email: the9kklipper18@gmail.com

6. Statement as to whether the entity will be providing matching funds: No

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

Carla Glenn Parker  Carla Glenn Parker  2/14/19
Signature  Print Name  Date
RECREATION FUND APPROPRIATIONS APPLICATION FORM

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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: Carla Glenn Parker
   Mailing Address: 503 Drayton Circle Anderson Sc 29621
   Phone Number: (864) 934-1082
   Email: thek1pper一世@gmail.com

6. Statement as to whether the entity will be providing matching funds: No

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

[Signature]
Print Name: Carla Glenn Parker
Date: 2/14/19
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
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   $100.00

3. The purpose for which the funds are being requested: To help reduce the burden on Anderson County residents battling cancer.

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: Carla Parker
   Mailing Address: 503 Draughton Circle Anderson, SC 29621
   Phone Number: (864) 934-1082
   Email: thek9clipper180@yahoo.com

6. Statement as to whether the entity will be providing matching funds: No

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

Carla Glenn Parker
Signature
Carla Glenn Parker
Print Name
2/14/19
Date
Dear Friends,

As most of you know, Carla and I have been serving Anderson County for the past 29 years in the banking and pet industries. Giving back and influencing positive change throughout the community is one of the most rewarding things we could ever do. Over the years, we have met many individuals that have faced financial hardships due to unforeseen health concerns. One example is Kenneth and Robin Koenig. On December 21, 2018, Kenneth was rushed to the ER and later diagnosed with glioblastoma, one of the most aggressive types of brain cancer. When families like the Koenig's experience traumatic circumstances the Cancer Association of Anderson (CAA) is there to help relieve the financial burden.

Carla and I were honored to be asked to participate in Dancing for Our Heroes through the CAA. While we are thrilled for the opportunity to dance, raising funds to support local cancer patients and their families like the Koenig's through CAA will mean more to us than any Dancing for Our Heroes trophy. Our fundraising goal is $15,000. We will be dedicating our dance to Kenneth Koenig and his special family. Our performance will be evaluated by a panel of judges, and we will also compete for the coveted People's Choice Award by collecting "votes" in our tip jar at the conclusion of the celebrity dances! Every dollar we raise will go to help Anderson County cancer patients with expenses such as transportation, prescription medicine and medical equipment. In addition, the profit from this event will be divided among ten local charities.

To donate on our behalf, please send a check made out to Cancer Association of Anderson with "Dancing for Our Heroes" on the memo line and mail it to 215 E. Calhoun Street, Anderson, SC 29621 or visit the CAA website, www.cancerassociationanderson.org. When you fill out the form on-line, be sure to note Dancing for Our Heroes! Carla and I will also be collecting donations at the dance. Come out and see us at this wonderful evening with a great floor show, live and silent auctions, and an opportunity for the audience to dance. This year's theme is "Las Vegas"! You don't want to miss this!

We thank you in advance for your support!

Sincerely,

Carla Glenn Parker
The K-9 Klipper Of Anderson

The Cancer Association of Anderson is the only local cancer charity in Anderson County. Our mission is to help reduce the burden on Anderson County residents battling cancer by providing treatment-related financial assistance, information and referral as well as emotional support. The Cancer Association of Anderson is a 501(c)3 nonprofit organization, Federal Tax # 54-2098883.
CANCER ASSOCIATION OF ANDERSON

Corporate Information
Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Registered Agent
Agent: KATHRYN SMITH
Address: 114 W GREENVILLE ST
ANDERSON, South Carolina 29625

Official Documents On File
<table>
<thead>
<tr>
<th>Filing Type</th>
<th>Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorporation</td>
<td>03/10/2003</td>
</tr>
</tbody>
</table>

Important Dates
Effective Date: 03/10/2003
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: __________

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

me of entity requesting recreation fund appropriation:
PENDLETON FARMERS SOCIETY - FARMERS HALL

ount of request (If requesting funds from more than one district, annotate amount from each
district): $5000

Total Funds Needed $10,480

urpose for which the funds are being requested:
PINTING EXTERIOR OF FARMERS HALL, REPAIR
ATER DAMAGE TO CEILING & FLOOR UPSTAIRS & PAINT IN

entity a non-profit corporation in good standing with the South Carolina Secretary of State? If
use attach evidence of that good standing. YES

: SEET ATTACHED PT-461

act Person: Tom Shirley
loring Address: 123 Peach Dr, Pendleton, SC 29670
one Number: 864-934-9235
ail: GREENWORLDSC @ AOL.COM

ement as to whether the entity will be providing matching funds:
THIS TIME ADDITIONAL FUNDS ARE NOT AUM

ify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to
this application on behalf of the above named entity.

_______________________________  ______________________________
Signature  Print Name  Date

2-22-19
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(5). This letter could help resolve questions on your exempt status. Please keep it for your records.

Donors cannot deduct contributions they make to you under IRC Section 170(c)(2).

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-NC" in the search bar to view Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), which describes your recordkeeping, reporting, and disclosure requirements.
06/28/2017

PREXE 7282720008

PENDLETON FARMERS SOCIETY
PO BOX 255
PENDLETON SC 29670

Applicant:

Your application for Property Tax exemption has been approved for the following properties:

PROPERTY:
  BUILDING 1 50.00%
  LAND 0.19 ACRES 50.00%

TAX MAP NUMBER:
  0401002001000

APPLICABLE SC CODE SECTION:
  12-37-220(B16A)

This information is being sent to your county auditor and assessor.

If you receive a tax bill or if you have paid Property Tax for the year(s) in which the exemption has been granted, contact your county auditor.

South Carolina Department of Revenue
Government Services Division
PO Box 125
Columbia, SC 29214-0303
(803) 898-5700
**PENDLETON FARMERS' SOCIETY THE**

**Corporate Information**

- **Entity Type:** Nonprofit
- **Status:** Good Standing
- **Domestic/Foreign:** Domestic
- **Incorporated State:** South Carolina

**Registered Agent**

- **Agent:** HEADQUARTERS
- **Address:** PENDLETON SC, South Carolina

**Important Dates**

- **Effective Date:** 12/13/1817
- **Expiration Date:** N/A
- **Term End Date:** N/A
- **Dissolved Date:** N/A

**Official Documents On File**

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</tbody>
</table>

For filing questions please contact us at 803-734-2158

Copyright © 2019 State of South Carolina
Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.
**BUDGET TRANSFER**

**DIVISION:** Parks, Recreation & Tourism  
**DEPARTMENT:** Parks

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
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<tbody>
<tr>
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<td>Professional Services</td>
<td>TITLE</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5065-000-304</td>
<td>ACCT.#</td>
</tr>
</tbody>
</table>

**REASON:**  
Breakfast and lunch is provided for volunteers and staff when working early morning and some 12-hour shifts during national and regional tournaments at Green Pond. There are several more high profile events during the budget year and our budget for food has been depleted. We also provided lunch for 50 people for a Blueways Symposium.

**Is this transfer within your department?**  
(Circle One)  
( ) Yes  
( ) No

**Is this transfer within your division?**  
(Circle One)  
( ) Yes  
( ) No

**DEPT. HEAD:**  
**DIVIS HEAD:**  
**FINANCE:**  
**ADMINISTRATOR:**

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<td>01-19</td>
</tr>
</tbody>
</table>

**DATE:**  
( ) 11/8/18  
( ) 11/20/18  
( ) 11/26/18  
( ) 01-19
**BUDGET TRANSFER**

**DIVISION:** Public Works  
**DEPARTMENT:** Roads and Bridges - 5221

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<th>AMOUNT</th>
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<td>001-5221-000-304</td>
<td>TITLE</td>
<td>Travel</td>
<td>001-5221-000-279</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

**Explanation:** To cover rate increases for travel to future training and conferences.

Is this transfer within your department? (Circle One)  
Yes [ ]  No [ ]

Is this transfer within your division? (Circle One)  
Yes [ ]  No [ ]

DEPT. HEAD: [Signature]  
DATE: 1/99

DIVIS HEAD: [Signature]  
DATE: 1/10/19

FINANCE: [Signature]  
DATE: 1/14/19

ADMINISTRATOR: [Signature]  
DATE:  

Journal Entry # 1018  
DATE: 01/18/19
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<tbody>
<tr>
<td>TITLE: Training</td>
<td>TITLE: Awards &amp; Recognitions</td>
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<tr>
<td>ACCT.# 001-5013-000-277</td>
<td>ACCT# 001-5013-000-217</td>
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<tr>
<td>TITLE: Registration</td>
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<td>TITLE: Training</td>
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<tr>
<td>ACCT.# 001-5013-000-277</td>
<td>ACCT# 001-5013-000-293</td>
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<td></td>
<td>Total</td>
<td>1,050.58</td>
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Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
217 - Transfer needed to cover imprint and/or shipping & handling of AC items for employees.
279 - Administrator's travel to meet with new insurance providers for self-insured change over.
293 - Two employees attended the Annual NACO Conference at the request of the Administrator.

Is this transfer within your department? Yes ☐ No ☐
Is this transfer within your division? Yes ☐ No ☐

DEPT. HEAD: ___________________________ DATE: ___________________________

DIVIS HEAD: ___________________________ DATE: ___________________________

FINANCE: ___________________________ DATE: ___________________________

ADMINISTRATOR: ______________________ DATE: 2/4/2019

Journal Entry # 1020 DATE: 2-5-19
**BUDGET TRANSFER**

DIVISION: Parks, Recreation & Tourism  
DEPARTMENT: Parks

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<tbody>
<tr>
<td>PROFESSIONAL SERVICES</td>
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</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:  
Our advertising budget has been depleted. Money is needed to bring the account out of the negative and to advertise the Farmers Market when it opens in April and the Saluda River Rally in June.

Is this transfer within your department? (Circle One)  
Yes No  
Is this transfer within your division? (Circle One)  
Yes No

DEPT. HEAD:  
DIVIS HEAD:  
ADMINISTRATOR:

Journal Entry # 1020  
DATE: 2-5-19
# BUDGET TRANSFER

**DIVISION:** Public Works  
**DEPARTMENT:** Roads and Bridges - 5221

<table>
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<tbody>
<tr>
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<td>Professional Services</td>
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<tr>
<td>AMOUNT:</td>
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</tr>
</tbody>
</table>

**EXPLAIN, IN COMPLETE DETAIL, THE REASON FOR THE TRANSFER.**

**REASON:** Need to increase the tool account to replace stolen tools.

**IS THIS TRANSFER WITHIN YOUR DEPARTMENT?**  
(Circle One) Yes ☐ No ☐

**IS THIS TRANSFER WITHIN YOUR DIVISION?**  
(Circle One) Yes ☐ No ☐

**DEPT. HEAD:** [Signature]  
**DATE:** 1-9-19

**DIVIS HEAD:** [Signature]  
**DATE:** 1-19-19

**FINANCE:** [Signature]  
**DATE:** 1-19-19

**ADMINISTRATOR:** [Signature]  
**DATE:** 1-22-19

**JOURNAL ENTRY #:** 1020  
**DATE:** 2-5-19
# BUDGET TRANSFER

**DIVISION:**

**DEPARTMENT:** Civic Center

### FROM:

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### TO:

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<th>TITLE</th>
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</table>

**REASON:**

Amazon membership plus tax that was not anticipated on first transfer.

Is this transfer within your department? (Circle One) **Yes**  **No**

Is this transfer within your division? (Circle One) **Yes**  **No**

**DEPT. HEAD:**

**DIVIS HEAD:**

**FINANCE:**

**ADMINISTRATOR:**

**Journal Entry #**

**DATE:** 7/29/19

**DATE:** 1/30/19

**DATE:** 2/5/19
**BUDGET TRANSFER**

**DIVISION:** Administrator

**DEPARTMENT:** Administrator

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<td><strong>TITLE</strong></td>
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<tr>
<td>Training</td>
<td>Awards &amp; Recognitions</td>
</tr>
<tr>
<td>ACCT.#</td>
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<td><strong>TITLE</strong></td>
<td><strong>TITLE</strong></td>
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<tr>
<td>Registration</td>
<td>Travel</td>
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<tr>
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<td>001-5013-000-294</td>
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<tr>
<td><strong>TITLE</strong></td>
<td><strong>TITLE</strong></td>
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<td>ACCT.#</td>
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<tr>
<td>001-5013-000-277</td>
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<td>1,000.00</td>
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<td>800.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,050.58</strong></td>
</tr>
</tbody>
</table>

Explain, in **COMPLETE DETAIL**, the reason for the transfer.

**REASON:**

217 - Transfer needed to cover imprint and/or shipping & handling of AC items for employees.

279 - Administrator’s travel to meet with new insurance providers for self-insured change over.

293 - Two employees attended the Annual NACO Conference at the request of the Administrator.

Is this transfer within your department?  
(Circle One) Yes No

Is this transfer within your division?  
(Circle One) Yes No

<table>
<thead>
<tr>
<th>DEPT. HEAD:</th>
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Journal Entry # 1023  
(DATE: 2/13/19)
### BUDGET TRANSFER

**DIVISION:** Economic Development  
**DEPARTMENT:**

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| AMOUNT: | 1900.00 |

Total | 0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

To cover some needed office supplies due to increased activity. We received new printers and need to purchase supplies for them at a cheaper price from another distributor.

Is this transfer within your department?  
(Circle One) Yes | No

Is this transfer within your division?  
(Circle One) Yes | No

**DEPT. HEAD:**

**DIVIS HEAD:**

**FINANCE:**

**ADMINISTRATOR:**

Journal Entry #1023  
**DATE:** 2/1/19
BUDGET TRANSFER

DIVISION: ________________________________
DEPARTMENT: ________________________________

FROM:  
TITLE: ________________________________  ACCT.#: ________________________________

TO:  
TITLE: ________________________________  ACCT.#: ________________________________  AMOUNT: $200.00

TITLE: ________________________________  ACCT.#: ________________________________  AMOUNT: $100.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON: To cover cost of lodging for Kelly Reeser & Judy McLean
Chair Held 1st quarter last year

Is this transfer within your department?  (Circle One) Yes ______ No ______

Is this transfer within your division?  (Circle One) Yes ______ No ______

DEPT. HEAD: ________________________________  DATE: ________________________________
DIVIS HEAD: ________________________________  DATE: ________________________________
FINANCE: ________________________________  DATE: ________________________________
ADMINISTRATOR: ________________________________  DATE: ________________________________

Journal Entry #: 102-3  DATE: 2-13-19
# BUDGET TRANSFER

**DIVISION:** PUBLIC WORKS  
**DEPARTMENT:** PAWS

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<td>ACCT.#</td>
<td>001-5111-000-286</td>
<td>001-5111-000-269</td>
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**REASON:**
Transfer of funds needed due to the increase of adoption events at the shelter and offsite adoption events and supplies needed for these events.

**Is this transfer within your department?** (Circle One)  
Yes  
No

**Is this transfer within your division?** (Circle One)  
Yes  
No

**DEPT. HEAD:**  
**DATE:** 2/18/19

**DIVIS HEAD:**  
**DATE:** 2/19/19

**FINANCE:**  
**DATE:** 2/19/19

**ADMINISTRATOR:**  
**DATE:** 2/13/19

**Journal Entry #:** 1023  
**DATE:** 2/13/19
BUDGET TRANSFER

DIVISION: PUBLIC WORKS
DEPARTMENT: PAWS

FROM: TO: AMOUNT:

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<td>Printing</td>
<td>001-5111-000-245</td>
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</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
transfer of funds needed due to the start up of printing literature to educate citizens regarding our Trap Neuter Release (TNR) program that will reduce cat populations without the use of euthanization. Also printing of cards with information on Rehoming, with website info to help get citizens involved in rehoming pets themselves to reduce shelter population.

Is this transfer within your department? (Circle One) Yes No
Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: 
DIVIS HEAD: 
FINANCE: 
ADMINISTRATOR:

Journal Entry # 1023 DATE: 2-19-19
BUDGET TRANSFER

DIVISION: PUBLIC WORKS
DEPARTMENT: PAWS

FROM: 

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<tr>
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<td>001-5111-000-286</td>
<td>Training for Employees</td>
<td>001-5111-000-277</td>
</tr>
</tbody>
</table>

EXPLAIN, IN COMPLETE DETAIL, THE REASON FOR THE TRANSFER.

REASON: 
transfer of funds needed for supervisor management and leadership training, Dr. Kim Sanders to attend the 2019 Animal Care Expo, and Animal Shelter Management certification for one employee.

Is this transfer within your department? (Circle One) Yes No
Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature] DATE: 2/8/19
DIVIS HEAD: [Signature] DATE: 2/12/19
FINANCE: [Signature] DATE: 2/13/19
ADMINISTRATOR: [Signature] DATE: 2/13/19

Journal Entry # 1023 DATE: 2/13/19
BUDGET TRANSFER

DIVISION: PUBLIC WORKS
DEPARTMENT: PAWS

FROM:

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<tr>
<th>TITLE</th>
<th>Water and Sewer</th>
<th>ACCT.#</th>
<th>Supplies - Safety</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>001-5111-000-286</td>
<td>001-5111-000-269</td>
<td>2,500.00</td>
</tr>
</tbody>
</table>

TO:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Supplies - Safety</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AMOUNT:

REASON:
transfer of funds needed due to budget being cut by 30% from our original requested amount and the high cost of replacement of all worn cable leashes throughout the facility that are used for safety during large dog kennel cleaning every morning.

Is this transfer within your department? (Circle One) Yes No
Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: ___________________________ DATE: 2/8/19
DIVIS HEAD: ___________________________ DATE: 2/8/19
FINANCE: ___________________________ DATE: 2/12/19
ADMINISTRATOR: ___________________________ DATE: 2/13/19

Journal Entry #: 1073 DATE: 2/13/19
## BUDGET TRANSFER

**DIVISION:** PRT  
**DEPARTMENT:** Sport Complex

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TO:</th>
<th>TITLE</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreational Equipment</td>
<td>001-5955-001-257</td>
<td>Uniform and Clothing</td>
<td>001-5955-001-280</td>
<td><strong>1000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**AMOUNT:**

---

**REASON:**

Need to purchase more shirts for employee's to wear as their uniform.

---

**Is this transfer within your department?**  
(Circle One) Yes  
**Is this transfer within your division?**  
(Circle One) Yes

**DEPT. HEAD:**  
**DIVIS HEAD:**  
**FINANCE:**  
**ADMINISTRATOR:**  
**Journal Entry #**  
**DATE:** 2-12-19  
**DATE:** 2-13-19

---

**Total:** 1000.00
## BUDGET TRANSFER

**DIVISION:**

**DEPARTMENT:** ANDERSON SUMMARY COURT

### FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TITLE</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>279</td>
<td>Photocopy Equip Maint</td>
<td>347</td>
</tr>
</tbody>
</table>

### AMOUNT:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>2,750.00</td>
</tr>
</tbody>
</table>

**REASON:**
To pay current XEROX invoices and to be able to pay future XEROX invoices until the new budget is approved.

**Is this transfer within your department?** (Circle One)

- [ ] Yes
- [x] No

**Is this transfer within your division?** (Circle One)

- [ ] Yes
- [x] No

**DEPT. HEAD:**

**DATE:** 2-19-19

**DIVIS HEAD:**

**DATE:** 2-20-19

**FINANCE:**

**DATE:** 2-20-19

**ADMINISTRATOR:**

**DATE:** 2-21-19

**Journal Entry #**

**DATE:** 2-21-19
BUDGET TRANSFER

DIVISION: PUBLIC WORKS
DEPARTMENT: PAWS

FROM:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>TO:</th>
<th>ACCT.#</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water and Sewer</td>
<td>001-5111-000-286</td>
<td>Meals</td>
<td>001-5111-000-236</td>
<td>500.00</td>
</tr>
</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
Transfer of funds necessary because budget approved was less than half of what was requested and will not cover safety incentive program or meals for employees while traveling.

Is this transfer within your department? (Circle One) Yes No
Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:
DIVIS HEAD:
FINANCE:
ADMINISTRATOR:

Journal Entry # 1024

DATE: 2/8/19
DATE: 2/11/19
DATE: 2/13/19
DATE: 2/21/19
## BUDGET TRANSFER

### DIVISION: Public Works

### DEPARTMENT: Building & Codes (5411)

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>TITLE</td>
<td>ACCT.#</td>
</tr>
<tr>
<td>Training</td>
<td>Lodging</td>
<td>5411-000-277</td>
</tr>
<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td></td>
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<td>TITLE</td>
<td>ACCT.#</td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td>ACCT.#</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

0.00

---

**Explain, in COMPLETE DETAIL, the reason for the transfer.**

**REASON:** Additional funds needed to cover Lodging Costs for required training. Continuing Education Units (CEUs) are required to renew our certifications with the State Licensing Board.

---

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

**DEPT. HEAD:**

**DIVIS HEAD:**

**FINANCE:**

**ADMINISTRATOR:**

Journal Entry # 1024

**DATE:** 2/11/19

**DATE:** 2/13/19

**DATE:** 2/19/19

**DATE:** 2/1/19
BUDGET TRANSFER

DIVISION: Public Works
DEPARTMENT: 5221-Roads and Bridges

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>ACCT.#</td>
<td>001-5221-000-269</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>600.00</td>
</tr>
</tbody>
</table>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
Need to transfer additional funds to cover lodging for training conferences.

Total 600.00

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature] DATE: 2-5-19
DIVIS HEAD: [Signature] DATE: 2-11-19
FINANCE: [Signature] DATE: 2-13-19
ADMINISTRATOR: [Signature] DATE: 2-19-19

Journal Entry # 1024 DATE: 2-21-19