

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2023-01**

**A PROCLAMATION DECLARING APRIL 30 -
May 7, 2023 AS CONSERVATION STEWARDSHIP WEEK**

Whereas, soil, water, and other natural resources are crucial parts of life, laying the foundation for the health and well-being of our community;

Whereas, the wise use and stewardship of these resources is essential to maintain healthy and thriving populations of plants, animals and people, thereby establishing a sound environment and a strong economy;

Whereas, Oconee County enjoys rich natural beauty and resources, such as spectacular waterfalls and lakes, clean air and healthy prime soils, making Oconee County a destination location and a leading agricultural community in South Carolina;

Whereas, this year marks the 86th anniversary of the establishment of the Oconee Soil and Water Conservation District, as well as, the adoption of the first soil conservation district plan in the nation, by Mrs. Ploma Adams; and

Whereas, Conservation Stewardship Week calls attention to the importance and value of locally led conservation efforts by Conservation Districts, organizations, and private citizens to continually improve our natural resources for present and future generations.

NOW, THEREFORE, the Oconee County Council does hereby proclaim April 30 through May 7, 2023 as Conservation Stewardship Week in Oconee County and declares its significance to the citizens, encouraging all to recognize our responsibilities to future generations as stewards of our vital natural resources.

APPROVED AND ADOPTED this 18th day of April, 2023.

OCONEE COUNTY, SOUTH CAROLINA

Chairman of County Council
Oconee County, South Carolina

Attest: _____
Jennifer C. Adams, Clerk to Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-04**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE, IN RELATION TO CERTAIN COUNTY-OWNED PROPERTY LOCATED ADJACENT TO THE OCONEE COUNTY MAGISTRATE'S OFFICE LOCATED AT 1606 MAIN STREET, WESTMINSTER, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to lease real property and to make and execute contracts;

WHEREAS, the County currently desires to execute and enter into a Real Property Lease Agreement (the "Lease") with the Rosa Clark Medical Clinic Association, Inc. ("Lessee"), in relation to certain real property, including all improvements thereon, as shown on Exhibit A attached hereto (the "Premises");

WHEREAS, Lessee desires to use the Premises for the provision of health care services, including free and subsidized services, and conducting activities related thereto;

WHEREAS, the Premises is suitable for the uses proposed by Lessee; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit B, and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit B attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

Passed and approved: _____, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: February 21, 2023

Second Reading: March 07, 2023

Public Hearing: April 18, 2023

Third Reading: April 18, 2023

EXHIBIT A

[See Attached]

EXHIBIT B

[See Attached]

REAL PROPERTY LEASE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

as Lessor

and

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

as Lessee

DRAFT

REAL PROPERTY LEASE AGREEMENT

This Real Property Lease (“Lease”) is made and entered into by Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, as lessor (“Lessor”) and the Rosa Clark Medical Clinic Association, Inc. as lessee (“Lessee”), dated as of _____, 2023 (the “Lease Commencement Date”).

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, located at 1606 Main Street, Westminster, South Carolina, TMS: 530-22-04-001 as shown and designated on Exhibit A, attached hereto and incorporated herein (the “Premises”); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises; and

WHEREAS, Lessee purposes to lease the Premises for the provision of health care services, including free and subsidized services, and conducting activities related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and continue through the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. Notwithstanding the foregoing, and provided that Lessee is not in material default of the Lease on the Twentieth (20th) anniversary of the Lease Commencement Date, the Term may be extended at Lessee’s option for five (5) additional years so that the Term will thereafter expire on the day immediately preceding the twenty-fifth (25th) anniversary of the Lease Commencement Date.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor’s designee, free and clear of all claims to or against them by Lessee or

any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES, AND UTILITIES

Section 3.1. Rent. In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Premises.

ARTICLE 4 - USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises as a medical facility, providing free and subsidized services, and conducting activities related thereto (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 – HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting

Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

ARTICLE 7 – MAINTENANCE

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

ARTICLE 8 – LIENS

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey, or transfer all or any portion of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and One Million and 00/100 (\$1,000,000.00) Dollars aggregate, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal

property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of

adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained

herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict

performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:		with a copy to (does not constitute notice):
	Oconee County	Oconee County
	415 South Pine Street	415 South Pine Street
	Walhalla, SC 29691	Walhalla, SC 29691
	Attn: County Administrator	Attn: County Attorney
LESSEE:	Rosa Clark Medical Clinic	with a copy to (does not constitute notice):
	301 Memorial Drive	
	Seneca, SC 29672	
	Attn: Chief Executive Officer	

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.7. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.8. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.9. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.10. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.11. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all

further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.12. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.13. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.14. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.15. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit B and incorporated herein by reference.

Section 15.16. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute, or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

**ROSA CLARK MEDICAL CLINIC
ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

PREMISES (SEE ATTACHED)

DRAFT

EXHIBIT B

MEMORANDUM OF LEASE (SEE ATTACHED)

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the ____ day of _____ 2023, between **OCONEE COUNTY, SOUTH CAROLINA**, hereinafter referred to as “Lessor” and **THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.**, hereinafter referred to as “Lessee.”

1. Lessor and Lessee entered into a certain Lease Agreement, dated _____ (the “Lease Commencement Date”).
2. The property demised under the Lease consists of certain real property, including all improvements thereon, located at 1606 Main Street, Westminster, South Carolina, TMS: 530-22-04-001 as shown and designated on Exhibit A, attached hereto and incorporated herein (the “Premises”).
3. The term of the Lease (the “Term”) shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date.
4. The Lease is on file at the offices of the County Administrator for the County of Oconee, South Carolina at 415 S. Pine Street Walhalla, South Carolina 29691.
5. All of the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed and delivered effective as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

LEASE PREMISES

DRAFT

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2023-06**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY, CONSISTING OF APPROXIMATELY .15 ACRES AND BEING A PORTION OF TAX MAP # 520-36-10-017 (“PARCEL 1”), AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY PINE RIDGE MHC SC, LLC, CONSISTING OF APPROXIMATELY .25 ACRES AND BEING A PORTION OF TAX MAP # 240-00-04-023 (“PARCEL 2”) IN EXCHANGE FOR THE CONVEYANCE OF PARCEL 1; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to acquire and convey real property;

WHEREAS, the County desires to convey certain real property, consisting of approximately .15 acres and being a portion of tax map # 520-36-10-017 (“Parcel 1”), to Pine Ridge MHC SC, LLC;

WHEREAS, the County desires to receive certain real property owned by Pine Ridge MHC SC, LLC, consisting of approximately .25 acres and being a portion of tax map # 240-00-04-023 (“Parcel 2”) in exchange for the conveyance of Parcel 1;

WHEREAS, Parcel 1 and Parcel 2 are of comparable value, and descriptions of the parcels are shown on Exhibits A, B, and C, attached hereto;

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County hereby agrees to convey Parcel 1 to Pine Ridge MHC SC, LLC in exchange for Parcel 2.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 1 to Pine Ridge MHC SC, LLC in exchange for Parcel 2 and to take all other actions necessary to carry out the intent of this Ordinance.
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 ordinances, orders, resolutions, and enactments of the Oconee 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 after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Chairman Oconee County Council

First Reading: March 7, 2023
Second Reading: March 21, 2023
Third Reading: April 18, 2023
Public Hearing: April 18, 2023

EXHIBIT A

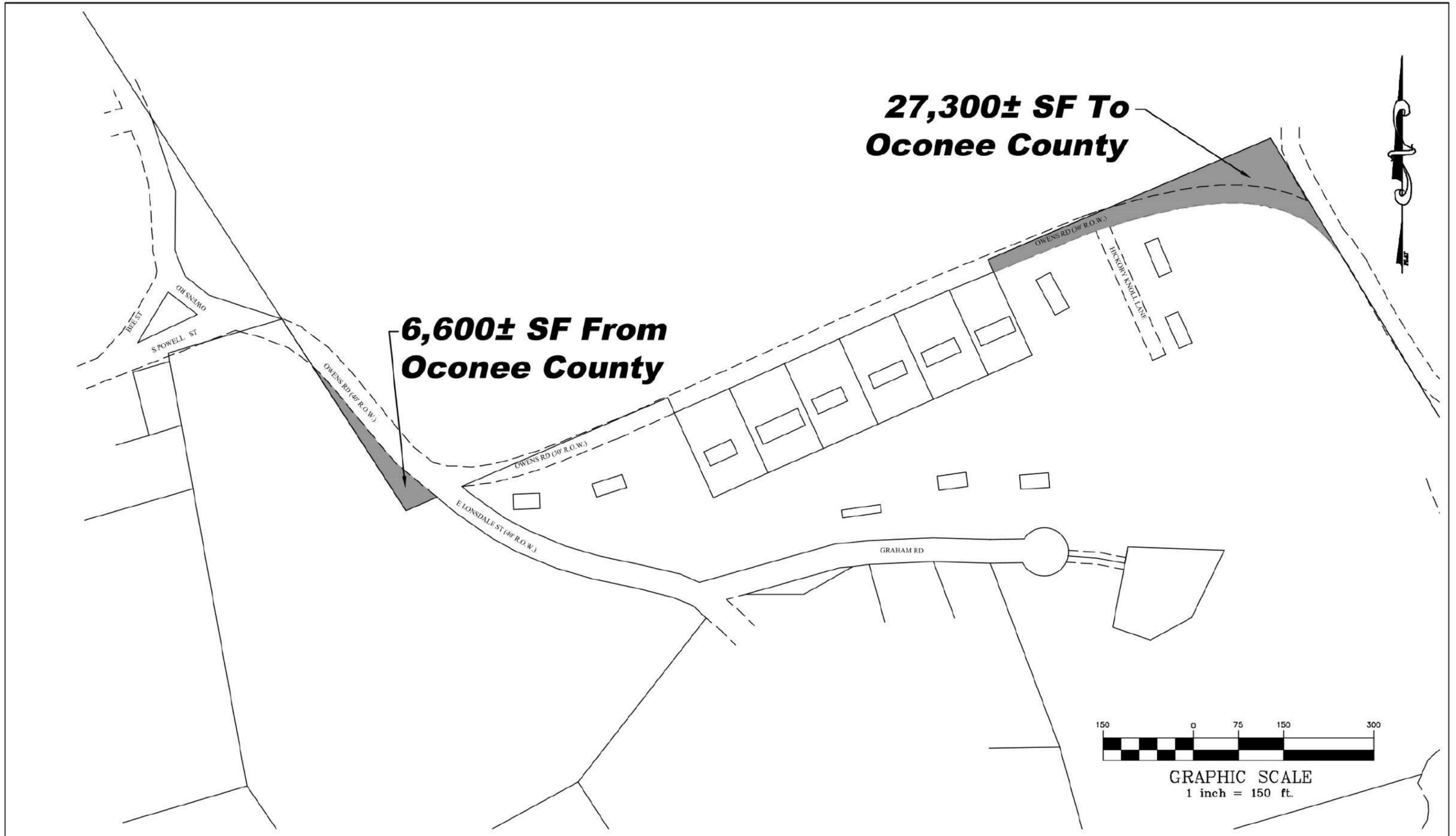
[*See attached.*]

EXHIBIT B

[*See attached.*]

EXHIBIT C

[*See attached.*]

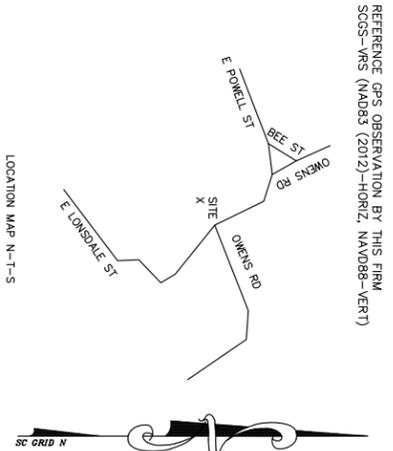
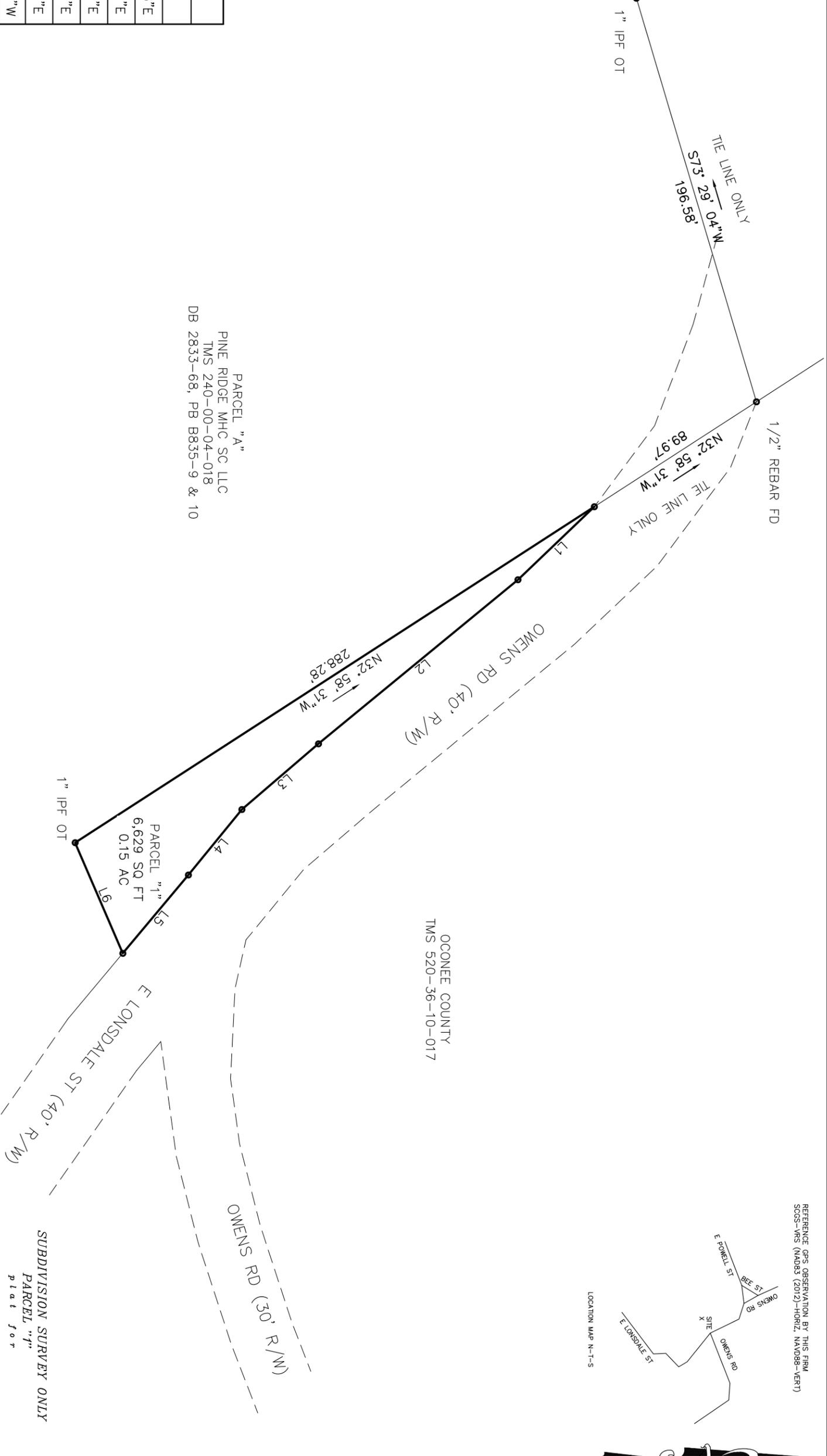


BOUNDARY LINE	---
BUILDING	▭
BACK OF CURB	---
CENTER LINE	---
CONCRETE	---
DASH	---
ELECTRIC	---
EDGE OF PAVEMENT	---
FENCE	X
GRAVEL	---
R-O-W	---
SETBACK	---
SEWER	---
STREAM	---
TS	---
UTILITY	---

LEGEND:

WM	WATER VALVE, METER
X	FENCE
UP	POWER POLE
MH	SANITARY SEWER MANHOLE
RBS	REBAR SET (1/2")
RBF/IPF	REBAR/IRON PIN FOUND
OE	OVERHEAD ELECTRIC LINE
LP	LIGHT POLE

Line Table		
Line #	Length	Direction
L1	49.31	S43° 46' 36"E
L2	120.42	S39° 30' 01"E
L3	47.03	S40° 42' 01"E
L4	39.48	S50° 49' 16"E
L5	47.63	S50° 08' 51"E
L6	56.21	S66° 44' 02"W

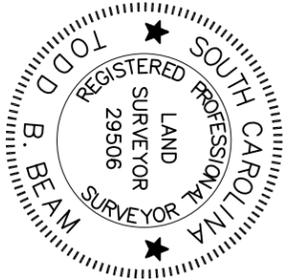
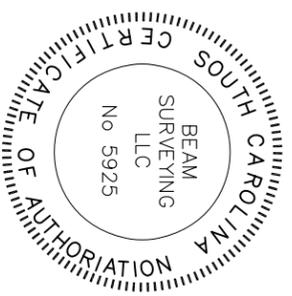
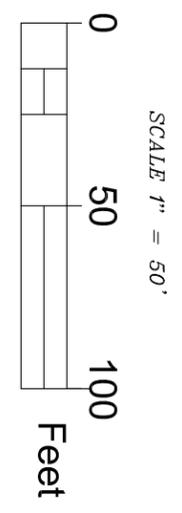


REFERENCE GPS OBSERVATION BY THIS FIRM
SCGS-VRS (NAD83 (2011)-HORIZ, NAVD83-VERT)

PARCEL "A"
PINE RIDGE MHC SC LLC
TMS 240-00-04-018
DB 2833-68, PB B835-9 & 10

PLAT NOTE:
PARCEL "1" IS A PORTION OF
TMS 520-36-10-017
IT CAN NOT BE A STAND ALONE PARCEL
AND WILL BE COMBINED WITH
TMS 240-00-04-018

I hereby certify that to the best of my knowledge, information,
and belief, the survey shown herein was made in accordance
with the requirements of the South Carolina Code of Laws and
the rules and regulations of the South Carolina Board of Land and
Water Surveyors. I am a duly Licensed Professional Land Surveyor
and I am duly Licensed in the State of South Carolina. I am not
responsible for any errors or omissions in this plat or any
therein. This house is not located in a current
designated flood hazard area. This property is subject to any
assessments & restrictions on record.



PINE RIDGE
MHC SC LLC

OCONEE COUNTY	SOUTH CAROLINA
SENECA TOWNSHIP	FEBRUARY 1, 2023
SCALE 1" = 50'	JOB 17-WARREN P1

BEAM SURVEYING LLC
Registered Land Surveyors
PO BOX 981 29633
Clemson, SC 29633
Phone 864-490-4610

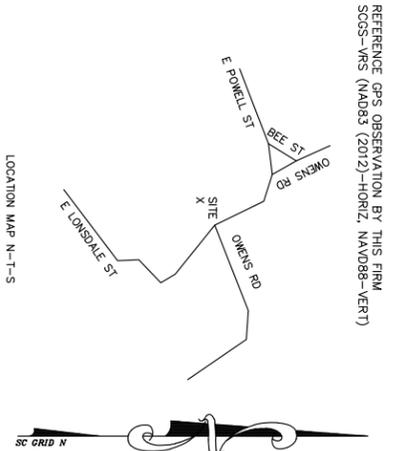
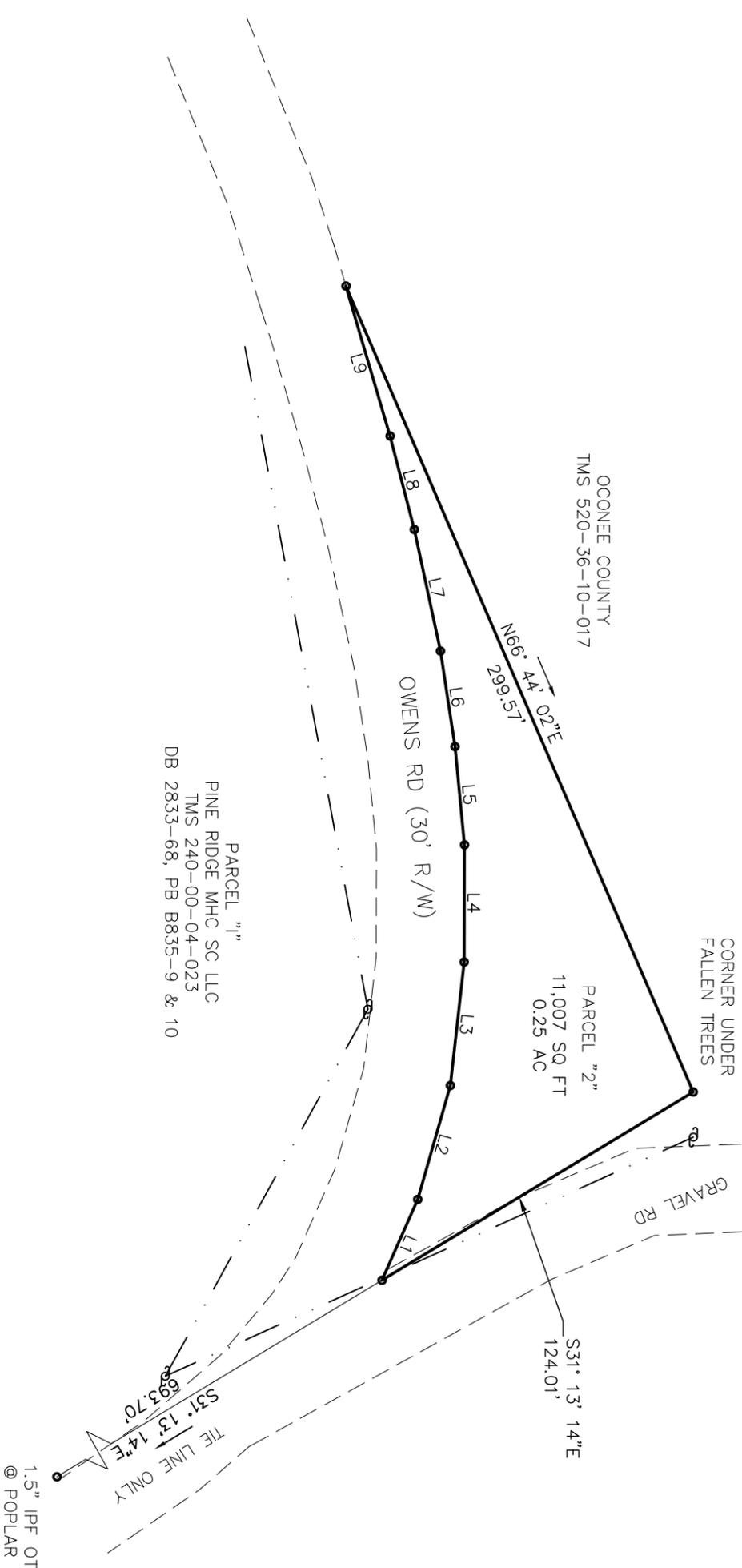
SURVEYING - GPS CONTROL - PLANNING

---	BOUNDARY LINE
---	BUILDING
---	BACK OF CURB
---	CENTER LINE
---	CONCRETE
---	DASH
---	ELECTRIC
---	EDGE OF PAVEMENT
---	FENCE
X	GRAVEL
---	R-O-W
---	SETBACK
---	SEWER
---	STREAM
---	TS
---	UTILITY

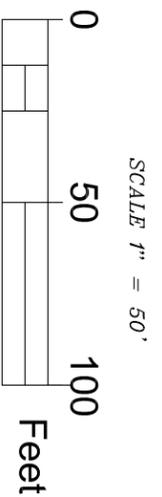
LEGEND:

WM	WATER VALVE, METER
X	FENCE
UP	POWER POLE
MH	SANITARY SEWER MANHOLE
RBS	REBAR SET (1/2")
RBF/PPF	REBAR/IRON PIN FOUND
OE	OVERHEAD ELECTRIC LINE
LP	LIGHT POLE

TREES - EVERGREEN TREES - HARDWOOD



REFERENCE GPS OBSERVATION BY THIS FIRM
SCGS-VRS (NAD83 (2011)-HORIZ, NAVD83-VERT)



PLAT NOTE:
PARCEL "2" IS A PORTION OF
TMS 240-00-04-023
IT CAN NOT BE A STAND ALONE PARCEL
AND WILL BE COMBINED WITH
TMS 520-36-10-017

I hereby certify that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the South Carolina Code of Laws and meets or exceeds the standards for a Class "B" survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record.

Todd B Beam SC Plus 29506

SUBDIVISION SURVEY ONLY
PARCEL "2"
plat for

OCONEE COUNTY	
OCONEE COUNTY	SOUTH CAROLINA
SENECA TOWNSHIP	FEBRUARY 1, 2023
SCALE 1" = 50'	JOB 17-WARREN P2

BEAM SURVEYING LLC
Registered Land Surveyors
PO BOX 981 29633
Clemson, SC 29633
Phone 864-490-4610
SURVEYING - GPS CONTROL - PLANNING

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-32**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT GREENPAW), WITH RESPECT TO CERTAIN 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 TO REIMBURSE WATERVIEW INVESTMENT I, LLC, AND RAVENEL DEVELOPMENT, LLC FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee 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 Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the “MCIP Act”), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park’s boundaries to include new property, and, to the extent provided by the MCIP Act, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except to the extent of the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to permit investors in such property to claim a special source revenue credit against the FILOT Payment revenues the Company would otherwise pay to the County for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act (“Public Infrastructure Reimbursements”);

WHEREAS, based upon representations made by the Company (defined below) to the County, the County intends to provide certain benefits in the nature of Public Infrastructure Reimbursements to Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development LLC, a Delaware limited liability company (collectively, the “Company”) (previously identified by the County as Project Greenpaw) to induce the Company to establish a commercial and business facility, which shall consist generally of multifamily residential apartments and town homes, located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and

installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$140,000,000 in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for the Development of a Joint County Industrial Park (Project Greenpaw) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit B (the “MCIP Agreement”), pursuant to which certain real property consisting of approximately 50.07 acres, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or 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 maintenance 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

WHEREAS, after due consideration, based upon the information provided by the Company, the County has determined that entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Findings. Based solely on information provided by the Company, the County Council makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes;

(b) Inasmuch as the Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits;

(c) The Project will constitute a “project” as that term is described in the MCIP Act, and the County’s actions herein will subserve the purposes, and conform to the provisions and requirements, of the MCIP Act, provided, however, the County makes no finding regarding any tax implications relating to or arising out of the MCIP Act and/or the Project;

(d) The Project will not give rise to a pecuniary liability of the County or any charge against its general credit or taxing power; and

(e) The benefits of the Project will be greater than the costs.

Section 2. Multi-County Park. The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or

business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or an alternate multi-county industrial or business park pursuant to the provisions of the Act. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of PIRA, and MCIP Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the PIRA, and the MCIP Agreement are each authorized and approved. The form of the PIRA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B, and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the PIRA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The PIRA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA, and the MCIP Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing and to execute, deliver, and receive each other document, which is reasonably necessary and prudent to effect the execution and delivery of the PIRA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the PIRA, and the MCIP Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Severability.* The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: April 18, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: December 6, 2022
Second Reading: January 17, 2023
Public Hearing: March 7, 2023
Third Reading: April 18, 2023

EXHIBIT A
DESCRIPTION OF PROJECT SITE

Parcel A:

Being a 40.87 acre portion of the following:

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State South Carolina, located on the Southern side of U. S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 Acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of the First National Bank of Boston" by Fanner & Simpson Engineers, dated June 3, 1986 and recorded in the Office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51, at Page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the Southwestern edge of the right of way for U.S. highway 76 and 123 and at the Northwestern most corner of said tract of land (said corner being a common corner with the Northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the Southwestern edge of the right of way for U.S. Highway 76 and 123 S 63°-19' E 1,890.8 feet to an iron pin corner; thence S 22°-57' W 456.9 feet to an iron pin corner; thence S 02°-07' E 261.1 feet to a nail and bottle top; thence S 38°-42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32° -40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25°-27' W 240.3 feet to an iron pin corner; thence N 86° -32' W 249.9 feet to an iron pin corner; thence S 86° -19' W 593.3 feet to an iron pin corner; thence S 09° -16' W 241.6 feet to an iron pin corner; thence N 78° -56' W 673.4 feet to an iron pin corner; thence N 05° -25' W 398.7 feet to an iron pin corner; thence N 09° -32' E 798.4 feet to an iron pin corner; thence N 23° -02' W 365.0 feet to an iron pin corner; thence N 75°-09' E 132.3 feet to an iron pin corner; thence N 24° -28. E 796.4 feet to the Point of Beginning. Said tract of land is bounded on the North by the right of way for U. S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U. S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation. Less and Except all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1320, Page 345.

Less and Except all that certain piece, parcel or net of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by Deed dated March 4, 1996, and recorded on April 10, 1996, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, Page 305.

Being the same property conveyed to TDC Clemson Land Company, LLC, a South Carolina limited liability company by virtue of General Warranty Deed from Kennametal Inc., a Pennsylvania corporation, successor by merger to Greenfield Industries, Inc., dated June 30, 2009 and recorded on July 2, 2009, in Book 1726, Page 102, in the Office of Register of Deeds for Oconee County, South Carolina.

This being a portion of TMS # 241-00-02-006

Parcel B:

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee near the city of Seneca. Being the same property conveyed to Angela Alexander Shadwick & Kathy Jean Alexander by Deed Book 556, Page 8 and Deed Book 12-Y, Page 21.

Beginning at a point 884.9'± from the intersection of Highway 123/ Highway 76 (Clemson Boulevard) and Davis Creek Road; Said point being a common corner between lot 49 and lot 50 and being located

along the right-of-way of Highway 123/ Highway 76 (Clemson Boulevard).
thence S 62°29'29" E a distance of 157.70 feet to a point;
thence S 62°29'29" E a distance of 664.40 feet to a point;
thence S 62°29'29" E a distance of 397.39 feet to a point;
thence S 26°56'00" W a distance of 297.24 feet to a point;
thence N 63°43'35" W a distance of 543.35 feet to a point;
thence N 63°40'35" W a distance of 419.41 feet to a point;
thence S 36°52'54" W a distance of 100.39 feet to a point;
thence S 36°52'54" W a distance of 16.49 feet to a point;
thence N 82°13'21" W a distance of 33.90 feet to a point;
thence N 03°18'42" E a distance of 22.28 feet to a point;
thence N 70°08'44" W a distance of 59.71 feet to a point;
thence N 10°09'52" E a distance of 21.02 feet to a point;
thence N 30°47'12" W a distance of 42.59 feet to a point;
thence N 49°29'33" W a distance of 103.38 feet to a point;
thence N 27°54'32" E a distance of 16.31 feet to a point;
thence N 27°54'32" E a distance of 350.00 feet to the point of beginning.
Said tract having an area of 400,759 Square Feet or 9.20 Acres.

TMS # 226-00-04-020

EXHIBIT B
FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on April 18, 2023.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this _____ day of _____, 2023.

[SEAL]

By: _____
Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

EXHIBIT A

to

**ORDINANCE
2022-32**

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA,

WATERVIEW INVESTMENT I, LLC,

and

RAVENEL DEVELOPMENT, LLC

Dated as of April 18, 2023

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Oconee County, South Carolina

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “Reimbursement Agreement”) is made and entered into as of April 18, 2023, by and between OCONEE 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 Oconee County Council (the “County Council”) as the governing body of the County, WATERVIEW INVESTMENT I, LLC, a Texas limited liability company (“Waterview”), and RAVENEL DEVELOPMENT, LLC, a Delaware limited liability company (“Ravenel” and, collectively with Waterview and any subsidiaries or affiliates of either Ravenel or Wateriew which may become parties to this Reimbursement Agreement, the “Company”).

WITNESSETH:

Recitals.

The County is authorized by Article VIII, Section 13(d) of the South Carolina Constitution, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”) to enter into agreements with neighboring counties regarding the development of multi-county industrial or business parks (a “Park”) and to establish, increase, or decrease the boundaries of an existing Park. Such parcels of real property, upon being included within the boundaries of a Park, are exempt from *ad valorem* property tax liability pursuant to Article VIII, Section 13(d) of the South Carolina Constitution, and the real property is instead subject to a fee in lieu of tax payment (“Fee Payment”) liability in an amount equivalent to the property taxes that would have been due and payable except for the exemption provided by the Act.

Pursuant to Ordinance No. 2022-32, enacted by County Council on April 18, 2023 (the

“Ordinance”), the County Council authorized the placement of certain property owned by or leased to the Company into the Park created by that certain Agreement for the Development of a Joint County Industrial and Business Park with Pickens County dated as of April 18, 2023 (“Park Agreement”), the term of which extends until December 31, 2053. Pursuant to a separate ordinance to be enacted during 2023, Pickens County Council approved the creation of the Park and the entering into of the Park Agreement;

Pursuant to the Act, the County is authorized by Section 4-1-175 to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property for the purposes outlined in Section 4-29-68(A)(2) of the Act (“Public Infrastructure Reimbursements”).

The County has agreed to provide certain benefits in the nature of Public Infrastructure Reimbursements to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Original Project”). The Project must involve an investment in the County of at least One Hundred Forty Million Dollars (\$140,000,000), in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act (“Minimum Investment”), and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, and based upon information provided by the Company, 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 provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any 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 to the public are greater than the costs to the public.

Pursuant to the Ordinance, the County Council authorized the Project and authorized the County to enter into this Reimbursement Agreement including the provision of Public Infrastructure Reimbursements pursuant to the Act.

NOW, THEREFORE, FOR 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 of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Reimbursement Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Article VIII, Section 13(d) of the South Carolina Constitution and Title 4,

Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company 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 Company by its Manager. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Reimbursement Agreement.

Chair:

“Chair” shall mean the Chair of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

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

Company:

“Company” shall include Waterview Investment I, LLC, a Texas limited liability company, Ravenel Development, LLC, a Delaware limited liability company, and any subsidiaries, affiliates, or permitted successors and assigns thereof.

County:

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

County Council:

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

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments, and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent

such machinery, equipment, and fixtures become a part of the Project under this Reimbursement Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Reimbursement Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2023 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the total of all the Park Revenues, including Fee Payments made by the Company with respect to the Project, retained by the County under the Park Agreement. In addition to any other deduction, credit, or rebate, the Net Fee Payments are specifically meant to be that sum of Park Revenues retained by the County after making the

partner county payment pursuant to the Park Agreement, payments to other taxing jurisdictions, and any amounts required to be reserved for the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of Park Revenues minus the amount of the partner county payment.

Oconee-Pickens Park:

“Oconee-Pickens Park” means that certain Joint County Industrial or Business Park previously established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for the Development of a Joint County Industrial and Business Park between the County and Pickens County, South Carolina, effective as of April 18, 2023, as amended, or any other successor agreement thereto, in substantially the form attached hereto as **EXHIBIT A**.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Oconee-Pickens Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company or its tenants, and their respective successors and assigns for the commercial facility in the County.

Public Infrastructure Reimbursements:

“Public Infrastructure Reimbursements” shall mean the reimbursements to be paid by the County, either to the County or to the Company, from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County or the Company in connection with the Project, pursuant to Section 4.2 hereof.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members, and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Reimbursement Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Reimbursement Agreement or Agreement:

“Reimbursement Agreement” or “Agreement” shall mean this Public Infrastructure Reimbursement Agreement.

Term:

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

Termination Date:

“Termination Date” shall mean December 31 of the year in which the Company’s aggregate amount of Public Infrastructure Reimbursements it has received pursuant to this Reimbursement Agreement reaches Three Million (\$3,000,000).

State:

“State” shall mean the State of South Carolina.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Any reference to any agreement or document in this Article I or otherwise in this Reimbursement 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 Company 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 Reimbursement Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Reimbursement Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with

applicable laws, each item of real and tangible personal property comprising the Project shall be considered to be placed in service with a situs located in the Oconee-Pickens Park under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the County's Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, was and remains an essential consideration for the County's willingness to enter into this Agreement and to offer economic development incentives for the Project.

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

(a) Both Waterview and Ravenel are duly incorporated and in good standing under the laws of their respective states of formation, respectively Texas and Delaware, and are qualified to do business in the State, have power to enter into this Reimbursement Agreement, and by proper corporate action have duly authorized the execution and delivery of this Reimbursement Agreement.

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

(c) The Company intends to operate the Project as multifamily residential apartments

and town homes and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the multifamily residential uses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments and the Public Infrastructure Reimbursements authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company has cooperated with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which serves to make the Project an attractive and appealing gateway to the County. The County has approved the Company’s final plans and specifications for the development and construction of the Project which incorporated such enhancements as a prerequisite to the Company’s ability to receive the benefits of the Fee Payments and the Public Infrastructure Reimbursements for the Project, and the construction and completion of the Project has been accomplished in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through, or by transfer from, the Company or its predecessors in title,

of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Reimbursement Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes, or other environmentally regulated substances contained in any real property subject to the terms of this Reimbursement Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Reimbursement Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Reimbursement Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Reimbursement Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed, or installed or made plans for the acquisition, purchase, construction, or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment, furnishings, and fixtures which comprise the Project, consistent with the terms of this Reimbursement Agreement, with specific reference being made to the Company's representations in Section 2.2(e) herein, all of which is a material inducement to the County entering into this Reimbursement Agreement.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company and successors and assigns of the Company making capital improvements to the Project, which shall qualify for the benefits provided to the Company hereunder. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agreed to be bound by the provisions of this Reimbursement Agreement. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

(a) Pursuant to Section 4-1-175 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) to the County with respect to the Project. The Company shall make Fee Payments on all real and personal property which comprise the Project and are placed in service for so long as such property remains within the boundaries of the Oconee-Pickens Park, as follows: the Company shall make annual Fee Payments to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed for ad valorem taxes. The amount of such annual Fee Payments shall be an amount equivalent to the ad valorem property taxes that would have been due and payable except for the exemption provided by the Act.

Section 4.2 Public Infrastructure Reimbursements.

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the Project, based upon the expectation that the Company will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, the County will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement and agrees to use good faith efforts to maintain such inclusion in order to enable the Public Infrastructure Reimbursement to be paid to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from Net Fee Payments the County receives and retains under the Park Agreement. The Public Infrastructure Reimbursement shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b)(i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, based upon the Company's payment for certain infrastructure consisting of approximately Four Million Two Hundred Thousand dollars (\$4,200,000) toward the sewer infrastructure upgrades described in Section 4.2(a) above serving the Project, the County agrees to grant and pay to the Company a Public Infrastructure Reimbursement pursuant to the Act equal to

twenty-five percent (25%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of Three Million dollars (\$3,000,000). The County has included the Company's Real Property and other portions of such Real Property sold or leased by the Company as of the date hereof, all of which are part of the Project, in the Park pursuant to the Park Agreement in order to enable the County to grant the Public Infrastructure Reimbursement to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from those Net Fee Payments, which the County receives and retains each year under the Park Agreement. The Public Infrastructure Reimbursements shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (b)(ii) In order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(e) hereof with respect to the construction of any specific building within the Project or a particular phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Public Infrastructure Reimbursements payable by the County on or after the completion of such building or phase shall be reduced by a percentage

equal to (A) the cost of such building or phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or the Minimum Investment, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Public Infrastructure Reimbursements to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

(b)(iii) Notwithstanding any provision herein to the contrary, the standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property that face or are clearly visible from a public street (collectively, the “Public Facades”) will require that such facades, including the colors thereof, be subject to the County’s review and written approval prior to commencement of construction, and the Public Facades must also include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion, but subject to the County’s written approval prior to the commencement of construction; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, at the time: stone,

including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Public Infrastructure Reimbursements.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Public Infrastructure Reimbursements and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PUBLIC INFRASTRUCTURE REIMBURSEMENTS AS SHALL BECOME DUE HEREIN ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, 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 PUBLIC INFRASTRUCTURE REIMBURSEMENTS.

(e) As a condition to the Public Infrastructure Reimbursement benefit provided herein, the Company agrees to annually provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project and the cumulative investment in qualifying infrastructure at the project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than December 31 of the tax year.

(f) The County shall annually prepare all applicable property tax bills for the Project net of the Public Infrastructure Reimbursement described herein, provided the Company has timely complied with the annual filing requirement as specified in Section 4.2(e) of this Agreement.

Section 4.3 [INTENTIONALLY OMITTED]

Section 4.4 [INTENTIONALLY OMITTED]

Section 4.5 [INTENTIONALLY OMITTED]

Section 4.6 Place and Allocation of Fee in Lieu of Tax Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts, and other political units entitled under applicable law and the Park Agreement to receive portions of such payments.

Section 4.7 [INTENTIONALLY OMITTED]

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may 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 Company. All such restorations and replacements shall be considered 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 Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this 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.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the 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 Company, the Company shall have the option to terminate this Reimbursement 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 a transfer in lieu thereof, the Company may elect: (i) to terminate this Reimbursement Agreement; or (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 Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees, and agents (collectively, as previously

identified, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County’s entry into, and performance under, this Agreement. The Company shall indemnify and save the County and the Indemnified Parties 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 or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval, and administration of this Agreement, including, without limitation, attorneys’ fees. This Section 4.11 shall survive the termination of this Agreement.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Reimbursement Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with the Act, or any successor provision. The County’s consent to the assignment of this Reimbursement Agreement is required, which consent shall not be unreasonably withheld. To the extent permitted by law, no consent of the County to such assignment or leasing shall be required for financing related transfers, including leasing and sale/leaseback transfers, and for short term uses by third parties for hotel lodging purposes.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Reimbursement Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Reimbursement Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts

payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the Minimum Investment within the Investment Period, or to maintain such Minimum Investment, without regard to depreciation, after the Investment Period has expired;

(c) Failure by the Company to act in accordance with the representations and warranties contained in this Reimbursement Agreement;

(d) Failure by the Company to perform any of the other material terms, conditions, obligations, or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company 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 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Reimbursement Agreement, including all terms and provisions thereof, at which time the Company, its successors, assigns, and affiliates, jointly and severally shall repay all Public Infrastructure Reimbursements made by the County to the Company;

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Reimbursement 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 Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company defaults under any of the provisions of this Reimbursement Agreement and the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. The Company agrees to reimburse the County for the legal fees and expenses of its outside legal counsel engaged to represent the County in the negotiation of this Reimbursement Agreement and the transactions contemplated thereby, which fees and expenses shall not exceed Five Thousand Dollars (\$5,000).

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement 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.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments to the County required hereunder shall

constitute a lien for tax purposes as provided in the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapters 49, and 51, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Reimbursement 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:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Attorney

King Kozlarek Law
P. O. Box 565
Greenville, SC 29602-0565
Attention: Michael E. Kozlarek, Esq.

AS TO THE COMPANY:

Brent Little
2620 Cole Avenue, Suite 620
Dallas, Texas 75204

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
110 East Court Street, Suite 200
Greenville, SC 29601
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Reimbursement Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and 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 Reimbursement 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; Electronic Signatures. This Reimbursement 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. This Reimbursement Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Reimbursement Agreement to be original signatures and may conclusively be relied upon by any party to this Reimbursement Agreement.

Section 5.4 Governing Law. This Reimbursement Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

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

Reimbursement Agreement.

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

Section 5.7 Further Assurance. The County and the Company agree to execute and deliver to one another such additional instruments as the County or the Company may reasonably request to effectuate the purposes of this Reimbursement Agreement. To the extent any cost or expense (other than *de minimis*) is involved for Company requests, the Company shall bear such expense.

Section 5.8 Severability. If any provision of this Reimbursement 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 County and the Company with the maximum benefits to be derived herefrom, but never at any greater direct cost to the County than the benefits described herein.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS REIMBURSEMENT AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS REIMBURSEMENT 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.**

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of Oconee County Council
Oconee County, South Carolina

Attest:

Jennifer C. Adams, Clerk to Oconee County Council
Oconee County, South Carolina

WATERVIEW INVESTMENT I, LLC

By: _____

RAVENEL DEVELOPMENT, LLC

By: _____

Exhibit A
to

**Public Infrastructure
Reimbursement Agreement**

Agreement for the Development
of a Joint County Industrial and Business Park
between Pickens County and Oconee County
effective as of April 18, 2023

Exhibit B
to

**Public Infrastructure
Reimbursement Agreement**

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

I _____, the _____ of Waterview Investment I, LLC, a Texas limited liability company, do hereby certify in connection with Section 4.2 of the Public Infrastructure Reimbursement Agreement (the "Agreement"), dated as of April 18, 2023 between Oconee County, South Carolina, Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development, LLC, a Delaware limited liability company (collectively, the "Company"), as follows:

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

(2) The cumulative total investment made by the Company and any affiliates in the Project from the period beginning _____, 2023 (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$ _____.

(3) As of the date hereof, the aggregate amount of Public Infrastructure Reimbursements previously received by the Company and any affiliates 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: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT GREENPAW)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made effective as of April 18, 2023 (“Effective Date”) by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2022-32, enacted by Oconee County Council on April 18, 2023, and Ordinance No. [NUMBER], enacted by Pickens County Council on [DATE], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is, to the extent provided by law, exempt from ad valorem taxation to the extent of the exemption provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Greenpaw” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park

may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. If and to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is, to the extent provided by law, exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park and the related, if any, exemption.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Pickens County portion of the Park shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of

revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is or becomes within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 30 years from the Effective Date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, Waterview Investment I, LLC, a Texas limited liability company, and Ravenel Development LLC, a Delaware limited liability company (collectively, the "Company") (previously identified by the County as Project Greenpaw), to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those set forth in that certain Public Infrastructure Reimbursement Agreement, by and between Oconee County, South Carolina and the Company, dated as of April 18, 2023, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the Effective Date of this Agreement, are anticipated to expire on or before December 31, 2053), or other incentives requiring inclusion of property of such owner or lessee

within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

Parcel A:

Being a 40.87 acre portion of the following:

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State South Carolina, located on the Southern side of U. S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 Acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of the First National Bank of Boston" by Fanner & Simpson Engineers, dated June 3, 1986 and recorded in the Office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51, at Page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the Southwestern edge of the right of way for U.S. highway 76 and 123 and at the Northwestern most corner of said tract of land (said corner being a common corner with the Northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the Southwestern edge of the right of way for U.S. Highway 76 and 123 S 63°-19' E 1,890.8 feet to an iron pin corner; thence S 22°-57' W 456.9 feet to an iron pin corner; thence S 02°-07' E 261.1 feet to a nail and bottle top; thence S 38°-42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32° -40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25°-27' W 240.3 feet to an iron pin corner; thence N 86° -32' W 249.9 feet to an iron pin corner; thence S 86° -19' W 593.3 feet to an iron pin corner; thence S 09° -16' W 241.6 feet to an iron pin corner; thence N 78° -56' W 673.4 feet to an iron pin corner; thence N 05° -25' W 398.7 feet to an iron pin corner; thence N 09° -32' E 798.4 feet to an iron pin corner; thence N 23° -02' W 365.0 feet to an iron pin corner; thence N 75°-09' E 132.3 feet to an iron pin corner; thence N 24° -28. E 796.4 feet to the Point of Beginning. Said tract of land is bounded on the North by the right of way for U. S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U. S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation. Less and Except all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1320, Page 345.

Less and Except all that certain piece, parcel or net of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by Deed dated March 4, 1996, and recorded on April 10, 1996, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, Page 305.

Being the same property conveyed to TDC Clemson Land Company, LLC, a South Carolina limited liability company by virtue of General Warranty Deed from Kennametal Inc., a Pennsylvania corporation, successor by merger to Greenfield Industries, Inc., dated June 30, 2009 and recorded on July 2, 2009, in Book 1726, Page 102, in the Office of Register of Deeds for Oconee County, South Carolina.

This being a portion of TMS # 241-00-02-006

Parcel B:

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee near the city of Seneca. Being the same property conveyed to Angela Alexander Shadwick & Kathy Jean Alexander by Deed Book 556, Page 8 and Deed Book 12-Y, Page 21.

Beginning at a point $884.9' \pm$ from the intersection of Highway 123/ Highway 76 (Clemson Boulevard) and Davis Creek Road; Said point being a common corner between lot 49 and lot 50 and being located along the right-of-way of Highway 123/ Highway 76 (Clemson Boulevard).

thence S $62^{\circ}29'29''$ E a distance of 157.70 feet to a point;
thence S $62^{\circ}29'29''$ E a distance of 664.40 feet to a point;
thence S $62^{\circ}29'29''$ E a distance of 397.39 feet to a point;
thence S $26^{\circ}56'00''$ W a distance of 297.24 feet to a point;
thence N $63^{\circ}43'35''$ W a distance of 543.35 feet to a point;
thence N $63^{\circ}40'35''$ W a distance of 419.41 feet to a point;
thence S $36^{\circ}52'54''$ W a distance of 100.39 feet to a point;
thence S $36^{\circ}52'54''$ W a distance of 16.49 feet to a point;
thence N $82^{\circ}13'21''$ W a distance of 33.90 feet to a point;
thence N $03^{\circ}18'42''$ E a distance of 22.28 feet to a point;
thence N $70^{\circ}08'44''$ W a distance of 59.71 feet to a point;
thence N $10^{\circ}09'52''$ E a distance of 21.02 feet to a point;
thence N $30^{\circ}47'12''$ W a distance of 42.59 feet to a point;
thence N $49^{\circ}29'33''$ W a distance of 103.38 feet to a point;
thence N $27^{\circ}54'32''$ E a distance of 16.31 feet to a point;
thence N $27^{\circ}54'32''$ E a distance of 350.00 feet to the point of beginning.
Said tract having an area of 400,759 Square Feet or 9.20 Acres.

TMS # 226-00-04-020

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EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-05**

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN
AMENDMENT TO THE FEE-IN-LIEU OF TAX AGREEMENT BY AND
BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A
COMPANY KNOWN TO THE COUNTY AND REFERRED TO FOR THE
TIME BEING AS “PROJECT EVPACK AFFILIATE,” DATED AS OF
SEPTEMBER 19, 2017; AND OTHER RELATED MATTERS.**

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

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their negotiated fee-in-lieu of *ad valorem* tax payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County is party to the Fee-in-Lieu of Tax Agreement, by and between the County and a company known to the County and referred to for the time being as “Project EVPack Affiliate” (“Company”), dated as of September 19, 2017 (“Fee Agreement”);

WHEREAS, an affiliate of the Company known to the County and referred to for the time being as “Project EVPack” has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, “Project EVPack” and the Company have requested that the County enter into an amendment to the Fee Agreement in connection with the 2023 Expansion Project (“FILOT Amendment”) in exchange for certain economic development incentives as set forth in the FILOT Amendment, the substantially final form of which is attached as Exhibit A to this Ordinance; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the FILOT Amendment under the FILOT Act and the MCIP Act:

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

Section 1. *County Council Findings.* Based solely on information provided to the County by “Project EVPack,” it is hereby found, determined, and declared by the County Council, as follows:

(a) the 2023 Expansion Project constitutes a “project” as that term is referred to and defined in the FILOT Act;

(b) the 2023 Expansion Project will serve the purposes of the FILOT Act;

(c) the 2023 Expansion Project will be located entirely within the County;

(d) the 2023 Expansion 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;

(e) the 2023 Expansion Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(f) the purposes to be accomplished by the 2023 Expansion Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) the inducement of the location or expansion of the 2023 Expansion Project within the County is of paramount importance; and

(h) the anticipated benefits of the 2023 Expansion Project to the public will be greater than the costs.

Section 2. *Authorization and Approval of Form of FILOT Amendment.* To promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the FILOT Amendment is hereby authorized and approved. The substantially final form of the FILOT Amendment presented at this meeting, attached hereto as Exhibit A, is approved, and all of its terms are incorporated into this Ordinance by reference as if the FILOT Amendment were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the FILOT Amendment in the name of and on behalf of the County, and to cause the executed FILOT Amendment to be delivered to “Project EVPack” and the Company and performed by the County. The FILOT Amendment hereby authorized is to be in substantially the form now before this meeting, with such changes thereto as determined by the official of the County executing the same to be acceptable and not materially adverse to the County, such official’s execution thereof to constitute conclusive evidence of such official’s determination.

Section 3. *Effect of FILOT Amendment.* Except as modified by the FILOT Amendment approved pursuant to this Ordinance, the Fee Agreement shall remain unchanged and in full force and effect.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each

authorized, empowered, and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the FILOT Amendment and the performance of all obligations of the County under and pursuant to this Ordinance and the FILOT Amendment.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

Section 7. *Severability.* The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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Passed and approved: May 16, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Public Hearing: May 16, 2023
Third Reading: May 16, 2023

EXHIBIT A
FORM OF AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

This AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT (“FILOT Amendment”) is dated effective as of _____, 2023 (“Effective Date”), by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), [_____] , a [_____] corporation (“[_____]”), and [_____] , a [_____] corporation (“Company”). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Fee-in-Lieu of Tax Agreement, by and between the County and the Company and dated as of [_____] (“Fee Agreement”).

WITNESSETH:

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

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County and the Company are parties to the Fee Agreement;

WHEREAS, [_____] , an affiliate of the Company, has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, based solely on the information provided by [_____] to the County, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein to [_____] and the Company, for the purpose of inducing [_____] to locate the 2023 Expansion Project in the County (collectively, “Incentives”);

WHEREAS, [_____] and the Company have requested that the County enter into this FILOT Amendment in connection with the 2023 Expansion Project in order to memorialize the terms of the Incentives being offered by the County to [_____] and the Company; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the Incentives under



the FILOT Act and the MCIP Act:

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$5.00 in hand, duly paid by [] and the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County, [] and the Company agree as follows:

Section 1. *Addition of [] to the Fee Agreement.* [] hereby joins and is added to the Fee Agreement as a Company Affiliate and a member of the Controlled Group. The County acknowledges and agrees that by virtue of []'s addition to the Fee Agreement as a Company Affiliate and a member of the Controlled Group, []'s investment in the County in connection with the 2023 Expansion Project shall be eligible for the fee in lieu of tax arrangement and all benefits provided in the Fee Agreement (as amended by this FILOT Amendment), subject to the same terms and conditions applicable to the Company, except as otherwise set forth in this FILOT Amendment.

Section 2. *Recapitulation Update.*

(a) Section 1.01(b)(1) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

1. Legal Name of each party to this Agreement:

[], a Delaware corporation

[] Inc., a Michigan corporation

Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina

(b) Section 1.01(b)(3) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

3. Minimum investment agreed upon:

\$102,700,000 by the Company and [], collectively

(c) Section 1.01(b)(9)(c) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(c) For the Project, Special Source Revenue Credits will be provided as follows: (i) Special Source Revenue Credits in the amount of thirty-five percent (35%) for calendar years 2017 to 2022 (tax years 2018 to 2023); (ii) Special Source Revenue Credits in the amount of forty-five percent (45%) for calendar years 2023 to 2031 (tax years 2024 to 2032); (iii) Special Source Revenue Credits in the amount of forty percent (40%) for calendar years 2032 to 2039 (tax years 2033 to 2040); (iv) Special Source Revenue Credits in the amount of thirty-five (35%) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (v) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (provided for so long as the Company, [] or any of their respective affiliates occupies the former [] building now owned by []) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

Section 3. Definitions. The definition of Project in Section 1.02 of the Fee Agreement (as amended pursuant to this FILOT Amendment) is intended to, and shall be interpreted and applied such that includes the 2023 Expansion Project, and such definition is hereby amended and restated in its entirety as set forth below:

“*Project*” shall have the meaning set forth in the recital hereto and shall include, without limitation: (i) the buildings and other improvements on the Land to the extent placed thereon by the Company or any member of the Controlled Group (including water, sewer treatment and other infrastructure facilities); (ii) other machinery, apparatuses, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment; and (iii) any Replacement Property.

Section 4. Payments in Lieu of Ad Valorem Taxes. Section 5.01(b)(iii) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(iii) (1) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2017 to 2022 (tax years 2018 to 2023); (2) a Special Source Revenue Credit in the amount of forty-five percent (45%) of the payments described in the foregoing subsection (ii) for calendar years 2023 to 2031 (tax years 2024 to 2032); (3) a Special Source Revenue Credit in the amount of forty (40%) of the payments described in the foregoing subsection (ii) for calendar years 2032 to 2039 (tax years 2033 to 2040); (4) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (5) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (which shall be provided for so long as the Company, [____], or any of their respective affiliates occupies the former [____] building now owned by [____]) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

Section 5. Repayment of Incentives. The Fee Agreement is hereby amended and restated by adding Section 5.02 as set forth below:

(a) If the Company and [____] do not collectively invest at least Eighty-Two Million One Hundred Sixty Thousand Dollars (\$82,160,000) by the end of the Investment Period (“Minimum SSRC Investment”), then: (i) [____] shall repay a pro rata amount of any Special Source Revenue Credits the Company and [____] have previously received, calculated as set forth in Section 5.02(b); and (ii) the percentage of any future Special Source Revenue Credits provided to the Company and [____] shall be reduced by a percentage equal to the pro rata repayment percentage calculated pursuant to Section 5.02(b).

(b) The pro rata repayment amount is calculated as follows:

Aggregate SSRC * (1-(Actual Investment/Minimum SSRC Investment)) = Repayment Amount

Repayment Percentage = Repayment Amount/Aggregate SSRC

For example, if the Company has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but the Company and [____] do not meet the Minimum SSRC Investment by the end of the Investment Period, but instead only make an investment of \$75,000,000 by the end of the Investment Period, then [____] would be required to repay to the County approximately \$8,715, calculated as follows:

$\$75,000,000 / \$82,160,000 = 0.91285$

$1 - 0.91285 = 0.08715$

$\$100,000 * 0.08715 = \$8,715$

In addition, the Special Source Revenue Credits, if any, for any remaining years would be reduced by 8.715% (*i.e.*, \$8,715 / \$100,000).

Any payment to be made under this Section 5.02 shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code.

(c) THE SPECIAL SOURCE REVENUE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.

Section 6. *Amendment Expenses.* The Company and [] agree to reimburse the County for up to Five Thousand Dollars (\$5,000) in administration and legal expenses incurred in connection with this FILOT Amendment (“Amendment Expenses”) within thirty (30) days after receiving a written request from the County. The County’s written request shall include a general description of the nature of the Amendment Expenses, provided, however, the County is not required to provide any documentation which may be privileged or confidential, nor is the County to make any arrangement with its legal counsel other than as is customary between the parties (*e.g.*, using a fixed fee arrangement).

Section 7. []’s and the Company’s Rights and Responsibilities After this FILOT Amendment. Notwithstanding any other provision of the Fee Agreement (as amended by this FILOT Amendment), [], the Company and the County acknowledge and agree that as of the Effective Date of this FILOT Amendment: (a) [] shall be severally (and not jointly with the Company) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by []; and (b) the Company shall be severally (and not jointly with []) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by the Company.

Section 8. *Notices.* Section 12.03 of the Fee Agreement is hereby amended and restated in its entirety as set forth in Exhibit A of this FILOT Amendment.

Section 9. *Effect of this FILOT Amendment.* The Fee Agreement remains in full force and effect, subject to the terms, conditions, and agreements in this FILOT Amendment.

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

Section 11. *Effective Date.* This FILOT Amendment is effective as of the Effective Date.

Section 12. *FILOT Amendment Binding on Successors and Assigns.* This FILOT Amendment is binding upon, and inures to the benefit of the County, [_____], and the Company's respective successors and assigns.

[SIGNATURES AND ONE EXHIBIT FOLLOW]
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IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this FILOT Amendment to be executed in its name and behalf by the Chair of the County Council and to be attested by the Clerk to County Council; the Company has caused this FILOT Amendment to be executed by its duly authorized officer; and [] has caused this FILOT Amendment to be executed by its duly authorized officer, all as of the Effective Date.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

[]

By: _____

Name: _____

Title: _____

[]

By: _____

Name: _____

Title: _____

EXHIBIT A

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County, [____], or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County
c/o Oconee County Administrator
415 South Pine Street
Walhalla, SC 29691

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

Mr. Jamie Gilbert
President & CEO
528 Bypass 123, Suite G
Seneca, SC 29678
jgilbert@oconeesc.com
(864) 364-5556

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

Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

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

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

(b) As to the Company:

[_____]

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

Ms. Stephanie L. Yarbrough
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401
Stephanie.Yarbrough@wbd-us.com
(843) 720-4621

(c) As to [_____]:

[_____]

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

Ms. Stephanie L. Yarbrough
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401
Stephanie.Yarbrough@wbd-us.com
(843) 720-4621

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-07**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Made) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 32.6 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Project Made, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,800,000 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on [●], 2023, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

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

Section 1. Statutory Findings. Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) 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;

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

(e) 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;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: [●]

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: April 18, 2023
Second Reading: May 2, 2023
Public Hearing: May 16, 2023
Third Reading: May 16, 2023

EXHIBIT A
DESCRIPTION OF PROJECT MADE PROPERTY
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

EXHIBIT B
FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

EXHIBIT D
FORM OF GRANT AGREEMENT

EXHIBIT E
FORM OF PURCHASE AND SALE AGREEMENT

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT MADE

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: [●], 2023

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**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, [●], 2023, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“*Act*”) of the Code of Laws of South Carolina 1976, as amended (“*Code*”): (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;

WHEREAS, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, “*Multi-County Park Act*”) to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“*Infrastructure*”), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

WHEREAS, the Sponsor proposes to establish a distribution and/or manufacturing facility on the real estate described in Exhibit A attached hereto (“*Real Property*”) in Oconee County, South Carolina (“*Project*”);

WHEREAS, the Project will involve an expected investment in taxable real and taxable personal property of at least \$10,800,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create not less than 25 new, full-time jobs in the County within a five-year period;

WHEREAS, based solely on information supplied by the Company to the County, 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 benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a 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 are greater than the costs;

WHEREAS, the County Council adopted an inducement resolution on [●], 2023 and enacted an ordinance on [●], 2023 (“*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 on information regarding the Project 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 retroactively to 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 (if any) 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.

"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 reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Sponsor a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"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 Oconee 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 Oconee

County Council as the governing body of the County.

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

“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 4.1 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 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 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, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit 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 a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

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

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

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$10,800,000 by the last day of the 5th year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on

the last day of the 10th year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 25 new, full-time equivalent jobs by the last day of the 5th year of the Investment Period.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying Multi-County Park Act agreement between the County and Pickens County, effective as of [●], 2023 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, 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 last day of the property tax year that is no later than the 29th year following the first property tax year in which an applicable piece of economic development property is placed in service.

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

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“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 hereunder 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 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, 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

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean Project Made, a company duly qualified to transact business in the State, 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.

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 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 incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of 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 Real Property 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 within the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years 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.

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County,

South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

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 any material default, not waived, or cured, under any company restriction or any material 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, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any 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 regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job 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. 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 and therefore exempt from ad valorem taxation.

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.

Section 3.3. Multi-County Park. By December 31, 2023, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

Section 3.4. Leased Property. To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT

Section 4.1. Negotiated FILOT Payments. The Project is exempt from ad valorem taxation, but 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 a negotiated 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, Improvements 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, 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 SSRC. 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):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: 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 30 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2022, which the parties believe to be 217.9 mills, 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 SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 10 years under this Fee Agreement as provided in the Act.

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 in the amounts and duration contemplated by this Fee Agreement 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 were 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.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.2. 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 SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 35% SSRC for 7 years. If the Project's total investment in real or personal property as shown on the Sponsor's annual tax return is \$20,000,000 or more within the first 5 years, the SSRC will be adjusted to 50% starting with the year in which the Sponsor reached a total investment of \$20,000,000 or more until the end of the 10 year SSRC period.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.3. Failure to Satisfy Minimum Special Source Credit Requirements. If the Sponsor does not satisfy at least 50% of the Investment Commitment by the end of the 5th year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any Special Source Credit and shall repay all Special Source Credits received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 5th year of the Investment Period., without extension, but satisfies at least 50% of the Investment Commitment, then the Sponsor (i) shall repay the Repayment Amount, as calculated below, if any and (ii) if a Repayment Amount is due then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / \text{Investment Commitment})) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the 5th year of the Investment Period, but instead only makes an investment of \$8,000,000, then the Sponsor would be required to repay to the County approximately \$25,926, calculated as follows:

$$8,000,000 / 10,800,000$$

$$(1 - 0.74074) = 0.25926$$

$$100,000 * 0.25926 = 25,926$$

In addition, the Special Source Credit for any remaining years would be reduced by 25.926%

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and 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 of the Code, as allowed under the FILOT Act.

Section 4.4. *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 (“**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (“**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 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“**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 but subject to the provisions of Section 4.2 hereof.

Section 4.5. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution of 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 of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.6. *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 4.7. *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 (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) 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 (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC 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 SSRCs 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 4.8. *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 all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question. 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 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, then the Sponsor may in its 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 Sections 4.1 and 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 4.9. Condemnation.

(a) *Complete Taking.* If at any time during the term of this Fee Agreement 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 and use 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 4.10. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, 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 4.11. 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, "Indemnified Party") harmless against and

from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor's receipt of any notice of a claim pursuant to this Section 2.05(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 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, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(c) 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.

Section 4.12. 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 4.13. 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 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 4.14. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its reasonable 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 Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. The County does not anticipate the Sponsor’s reimbursement of these expenses should exceed \$15,000 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

Section 4.15. 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 4.16. 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 the County hereby expressly consents to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or 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 under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. 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 4.18. 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 4.11, 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 4.19. 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 4.1 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 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after

written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 4.20. Remedies on Default. Whenever any Event of Default with respect to the Sponsor 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 the Sponsor's failure to make any payments 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.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

- (a) bring an action for specific enforcement; or
- (b) take such other action as is appropriate, including any other legal action, to recover its damages.

Section 4.21. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Sponsor 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.

Section 4.22. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

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: Oconee County, South Carolina
 Attn: County Administrator
 415 South Pine Street
 Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)
David R. Root, Esq.
County Attorney
415 South Pine Street
Walhalla, South Carolina 29691

(does not constitute notice)
Michael E. Kozlarek
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602

Oconee Economic Alliance
528 Bypass US-123, Suite G
Seneca, SC 29678
Attention: President

AS TO THE SPONSORS: Project Made

WITH COPIES TO: (does not constitute notice)
Nelson Mullins Riley & Scarborough LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

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 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. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is

required by law.

Section 5.8. Severability.

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, 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 from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done 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 Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 5.9. Limited Obligation. ANY MONETARY 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, pandemics, 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 No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 5.12. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the

County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 5.13. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(c) The Sponsor is authorized to terminate the entire Fee Agreement at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(d) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 5.14. State Law Considerations. The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject any law that may relate to the FILOT Payments or SSRCs, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

Section 5.15. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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 of County Council and to be attested by the Clerk to County Council; 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.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

PROJECT MADE

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate. The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor Affiliate. The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

5. Request of Sponsor. The Sponsor hereby requests and consents to the addition of _____ as “sponsor affiliate” to the Fee Agreement.

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

7. Notice. Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[_____]

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____ **PROJECT MADE**

By: _____

Its: _____

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

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

[Name], Clerk to Council
Oconee County Council

EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE
ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 35% of each of the first seven (7) FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 35% = \$ _____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ _____.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

PROJECT MADE

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT MADE)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [●], 2023 by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-[●], enacted by Oconee County Council on [●], 2023, and Ordinance No. [●], enacted by Pickens County Council on [●], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Queso” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both

Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by

each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, CurTec (U.S.A.), Inc., a Delaware corporation or CurTec USA LLC, a South Carolina limited liability company ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and CurTec USA LLC, a South Carolina limited liability company, dated as of March 15, 2022, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of

another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

Project Made, Purchaser

dated as of

May 16, 2023

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of 16th day of May, 2023, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and [Project Made], a Georgia limited liability company (“**Purchaser**”), having an address at [●].

ARTICLE I CONVEYANCE OF THE PROPERTY

Section I.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of 32.6 acres located at Oconee Business Parkway, Westminster, SC 29693, County of Oconee, and State of South Carolina, as more particularly bounded and described in Exhibit A, attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

Section I.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section I.03 AS-IS.

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made a thorough inspection and investigation of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations,

warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section I.04 Due Diligence.

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is forty-five (45) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

ARTICLE II PURCHASE PRICE

Section II.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Five Thousand and 00/100 Dollars (\$5,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

Section II.02 The purchase price to be paid by Purchaser to Seller for the Property is twenty-two thousand two hundred and forty and 00/100 Dollars (\$22,240 per acre (the “**Purchase Price**”). The final acreage has been established by the Survey. The Purchase Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed and other Closing Documents (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller’s account.

ARTICLE III CLOSING

Section III.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on the date no later than seventy-five (75) days from the Effective Date (the “**Closing Date**”) through an escrow closing with the Purchaser’s legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the “**Escrow Agent**”). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

Section III.02 Seller’s Closing Deliverables. At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the “**Seller Closing Documents**”):

(a) One (1) original limited warranty deed (the “**Deed**”) in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the “**Code**”), which certification shall be signed under penalty of perjury.

(c) An original Owner’s affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller’s County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) An I-295 South Carolina non-resident withholding tax affidavit.

(g) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(h) A Gap Affidavit in reasonable form acceptable to Seller.

(i) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

Section III.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**"), and, together with the Seller's Closing Documents, the "**Closing Documents**"):

(a) The balance of the Purchase Price.

(b) The Purchaser's closing statement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

Section III.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;
and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

Section III.05 Apportionments. The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes (if any) based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

Section III.06 Miscellaneous Adjustments. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

Section III.07 Conditions to Closing. Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section IV.01 Acceptable Title. Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject only to the Permitted Exceptions.

Section IV.02 Permitted Exceptions. The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

Section IV.03 Title Commitment.

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the "**Title Commitment**") from a title insurance company selected by Purchaser (the "**Title Insurance Company**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the "**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently and attached hereto as **Exhibit A**.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, "**Title Objection Notice**"), by no later than the date that is 45 days after the Effective Date ("**Title Objection Date**"). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser's irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser's obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser's Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser's Title Objections ("**Seller's Response Period**") as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser's Title Objections ("**Seller's Response**"), and (ii) keep Purchaser reasonably apprised of Seller's progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser's Title Objections. If Seller fails to notify Purchaser of Seller's Response within Seller's Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser's Title Objections. If Seller elects to cure Purchaser's Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser's Title Objections that (i) Seller elected, during Seller's Response Period, to attempt to cure, and (ii) could not be removed despite Seller's diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and Escrow Agent shall return the Deposit to

Purchaser and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser's sole discretion, agrees to accept title to the Property subject to such new matter.

Section IV.04 Seller's Inability to Convey.

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser's conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS

Section V.01 Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller's knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller's ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials ("**Hazardous Materials**") on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller's ownership of the Property.

(g) To Seller's actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller's request have been fully paid by Seller, and no mechanic's lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost

and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by the County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

Section V.02 Purchaser’s Representations and Warranties. Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the certificate of incorporation of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors’ rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser’s power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser’s knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an “AS IS, WHERE IS” basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

ARTICLE VI ENCUMBRANCES; MAINTENANCE AND REPAIRS

Section VI.01 Encumbrances. Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

Section VI.02 Maintenance and Repairs. Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller’s normal course of business, subject to reasonable wear.

ARTICLE VII RISK OF LOSS

Section VII.01 Risk of Loss. Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

ARTICLE VIII NOTICES

Section VIII.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 8.01 collectively referred to as “Notices”) shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section VIII.02 Parties' Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

With a copy to:

Name: Oconee Economic Alliance
Address: 528 Bypass US-123, Suite G
Seneca, South Carolina 29678
Attention: President

With a copy to:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

With a copy to:

Name: King Kozlarek Law LLC
Address: Post Office Box 565
Greenville, South Carolina 29602-0565
Attention: Michael E. Kozlarek
Email: michael@kingkozlaw.com

If to Purchaser:

Name: Project Made
Address:

Attention:
Email:

With a copy to:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

If to Escrow Agent:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE IX REMEDIES

Section IX.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Notwithstanding the foregoing or any other provision in this Agreement, a grossly negligent or intentional breach of Purchaser's or Seller's representations, warranties, or covenants, made under Article V of this Agreement shall entitle the other party to a recovery of its out-of-pocket expenses incurred in connection with this Agreement. This provision shall survive the termination of this Agreement.

(d) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

(f) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

ARTICLE X ESCROW

Section X.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section X.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section X.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of

this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section X.04 Purchaser's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Seller acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section X.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI [RESERVED]

ARTICLE XII BROKERS

Section XII.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section XII.02 Survival. The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIII MISCELLANEOUS

Section XIII.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section XIII.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section XIII.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section XIII.04 Limitation of Liability.

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, employee, attorney, successor, assign, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section XIII.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section XIII.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section XIII.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section XIII.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

Section XIII.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely

as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section XIII.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section XIII.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section XIII.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section XIII.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section XIII.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section XIII.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section XIII.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

PROJECT MADE, [state/organization type]

By: _____

Name: _____

Title: _____

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina

By: _____

Name: _____

Title: _____

ESCROW AGENT:

NELSON MULLINS RILEY &
SCARBOROUGH, LLP, as Escrow Agent

By: _____

Name: Edward G. Kluiters

Title: Partner

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B - LIMITED WARRANTY DEED

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2023-08**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY TO MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .14 ACRES AND BEING A PORTION OF TAX MAP # 256-00-01-006, AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .0034 ACRES AND BEING A PORTION OF TAX MAP # 256-00-04-019; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to acquire and convey real property;

WHEREAS, the County desires to convey certain real property consisting of approximately .14 acres and being a portion of tax map # 256-00-01-006 (designated as Parcel 2 on the survey attached hereto as Exhibit A) to Mount Nebo Baptist Church; and

WHEREAS, the County desires to receive certain real property owned by Mount Nebo Baptist Church, property consisting of approximately .0034 acres and being a portion of tax map # 256-00-04-019 (designated as Parcel 3 on Exhibit A) in exchange for the conveyance of Parcel 2.

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County hereby agrees to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3 and to take all other actions necessary to carry out the intent of this Ordinance.
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 ordinances, orders, resolutions, and enactments of the Oconee 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 after three readings, a public hearing, and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Chair, Oconee County Council

First Reading: April 18, 2023
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

[*See attached.*]

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2023-06

**A RESOLUTION RECOGNIZING AND DESIGNATING
APRIL 2023 AS FAIR HOUSING MONTH.**

WHEREAS, Oconee County desires that all of its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, Oconee County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and familial status in the sale, rental, or provision of housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April is recognized nationally as Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED, that Oconee County does hereby recognize April 2023 as Fair Housing Month and designates it as such.

RESOLVED this 18th day of April, 2023, in meeting duly assembled.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2023-07**

A RESOLUTION CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF A FEE AGREEMENT BY AND AMONG EPOCH CLEMSON, LLC, EPOCH CLEMSON ST, LLC, AND OCONEE COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

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

WHEREAS, the County entered into that certain Fee Agreement dated as of May 1, 2017 with Epoch Clemson, LLC, a Delaware limited liability company (“Assignor”) (such Fee Agreement, “FILOT Agreement”), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and other property located thereon) more particularly described in Exhibit A of the FILOT Agreement;

WHEREAS, pursuant to one or more yet-to-be consummated transactions, which are expected to close on or about April 28, 2023 (“Closing”), Assignor intends to convey the property covered by the FILOT Agreement to Epoch Clemson ST, LLC, a Delaware limited liability company, in its capacity as the Signatory Trustee of Epoch Clemson, DST, a Delaware statutory trust (“Assignee”) (such property, “Transferred Property”), pursuant to that certain Purchase and Sale Agreement between Assignor and Assignee (“Purchase Agreement”), wherein and whereby Assignee would purchase the Transferred Property for the consideration expressed in the Purchase Agreement;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and Assignee desire to enter into that certain Assignment and Assumption of Fee Agreement (“Assignment Agreement”), the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A, wherein and whereby Assignor would sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the FILOT Agreement, and subject to the terms of such Assignment Agreement, Assignee shall accept such assignment and assume all of Assignor’s right, title, interest and obligations under the FILOT Agreement; and

WHEREAS, Assignor and Assignee have requested that the County consent to the Assignment Agreement in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the South Carolina Code of Laws, 1976, as amended.

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

Section 1. Contingent upon the Closing, the Council hereby consents to the assignment of the FILOT Agreement by Assignor to Assignee pursuant to the Assignment Agreement. The County acknowledges receipt of notice of the Assignment Agreement.

Section 2. Contingent upon the Closing, the Council hereby consents to the release of Assignor from its obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing and the assumption by Assignee of those obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing (all as more fully set forth in the Assignment Agreement).

Section 3. The Council hereby authorizes the Chair of the Council and other County staff, along with any designees and agents any of these officials deem necessary and proper, including the County Attorney, in the name of and on behalf of the County (each, "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary in connection with this Resolution to evidence the County's acknowledgement and consent as described in this Resolution, including specifically the Assignment Agreement attached hereto as Exhibit A. The Assignment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes thereto as may be approved by the County Attorney, the County Attorney's approval to be conclusively evidenced by the County's execution of the Assignment Agreement.

Section 4. Notwithstanding anything in this Resolution to the contrary, the County's compliance with all agreements set forth herein are subject to (a) adherence by the County (and in the case of any multi-county industrial or business park, the partner county) with the requirements of State law and all applicable local codes and ordinances with respect to the enactment of appropriate authorizing ordinances, and (b) the delivery of implementing agreements in forms reasonably acceptable to the County. The County acknowledges that: (x) this Resolution authorizes the County's consent to the Assignment Agreement required under the FILOT Agreement and the FILOT Act; and (y) no further County action is required in order for the assignment of the FILOT Agreement from Assignor to Assignee to be effective.

Section 5. All orders, resolutions, and parts thereof in conflict with this Resolution 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 Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]

Approved and adopted: April 18, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Chair

Oconee County Council

[SEAL]

ATTEST:

By: _____

Clerk to Council

Oconee County Council

EXHIBIT A
FORM OF ASSIGNMENT AGREEMENT

**ASSIGNMENT AND ASSUMPTION
OF FEE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (this “Assignment Agreement”) is made and entered into as of the [] day of [], 2023 (the “Effective Date”), by and among **EPOCH CLEMSON, LLC**, a Delaware limited liability company (“Assignor”), **EPOCH CLEMSON ST, LLC**, a Delaware limited liability company, in its capacity as the Signatory Trustee of Epoch Clemson, DST, a Delaware statutory trust (“Assignee”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County entered into that certain Fee Agreement dated as of May 1, 2017 with Assignor (such Fee Agreement, as it may be further assigned, amended, restated, supplemented and modified, the “FILOT Agreement”), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and other property located thereon) more particularly described in Exhibit A of the FILOT Agreement; and

WHEREAS, Assignor intends to convey the property covered by the FILOT Agreement to Assignee (the “Transferred Property”) pursuant to that certain Purchase and Sale Agreement between Assignor and Assignee, wherein and whereby Assignee would purchase the Transferred Property for the consideration expressed in such agreement (the “Purchase Agreement”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment Agreement, wherein and whereby Assignor would assign those relevant terms, covenants, conditions and agreements of the FILOT Agreement to Assignee, and subject to the terms of this Assignment Agreement, Assignee shall assume the relevant terms, covenants, conditions and agreements of the FILOT Agreement from Assignor, in each case to the extent such terms, covenants, conditions and agreements relate to the Transferred Property; and

WHEREAS, Assignor and Assignee have requested that the County consent to this Assignment Agreement in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the South Carolina Code of Laws, 1976, as amended, including the transfer of the Transferred Property to Assignee.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the FILOT Agreement, and Assignee hereby accepts such assignment and assumes all of Assignor’s right, title, interest and obligations under the FILOT Agreement.

2. Consent to Assignment and Assumption of FILOT Agreement. This Assignment Agreement has been consented to by the County pursuant to County Council Resolution No. []. The County represents and warrants that a true and correct copy of the FILOT Agreement being assigned by Assignor to Assignee pursuant to this Assignment Agreement is attached hereto as Exhibit 1.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the FILOT Agreement on or after the Effective Date.

4. Release. The County hereby releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the FILOT Agreement with respect to the Transferred Property, accruing on or after 12:00 a.m. on the Effective Date; provided, that this Section 4 shall not release Assignor from any other duties, obligations, or liabilities under the FILOT Agreement.

5. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

Epoch Clemson ST, LLC
c/o Versity Invest, LLC
20 Enterprise, Suite 400
Aliso Viejo, CA 92656
Attn: Frank Muhlon
E-Mail: frankm@nbprivatecapital.com

With copies (which shall not constitute notice) to:
Mosley LLP
620 Newport Center Drive, 11th Floor
Newport Beach, California 92660
Attn: Paul Mosley
E-Mail: pmosley@mosleyllp.com

and

Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Stephanie Yarbrough
E-Mail: stephanie.yarbrough@wbd-us.com

6. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

EPOCH CLEMSON, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

EPOCH CLEMSON ST, LLC,

a Delaware limited liability company, in its capacity as the
Signatory Trustee of Epoch Clemson, DST, a Delaware
statutory trust

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County hereby consents to this Assignment Agreement in accordance with the terms and provisions of the the FILOT Agreement and the Act (as defined in the FILOT Agreement).

OCONEE COUNTY, SOUTH CAROLINA

By: _____
[], Chair of County Council

[SEAL]

ATTEST:

[], Clerk to County Council

Exhibit 1

Copy of FILOT Agreement

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

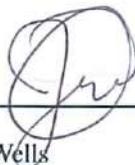
IN RE: Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/06/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

LEGAL S

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



Find the home that's right for YOU!

THE JOURNAL

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted

Old Clemson Hwy.

654-1000

HELP WANTED

ACCOUNTING MANAGER

Needed to Manage Accounting, Business Services & Administrative Duties

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Elwood8323@AOL

Got Some Spring Repair Projects?

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Don Mize
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

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Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing, April 18: ORDINANCE 2023-06

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/18/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/18/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

ation for such appointment will be made by the Plaintiff(s) herein. NOTICE IS HEREBY GIVEN that the original Complaint in the above entitled action was filed in the office of the Clerk of Court for Oconee County on November 3, 2022.

COTT AND CORLEY, P.A.

ly:
Donald C. Scott
(dons@scottandcorley.com),
SC Bar #4996

Reginald P. Corley
(reggiec@scottandcorley.com),
SC Bar #69453

Angelia J. Grant
(angig@scottandcorley.com),
SC Bar #78334

Allison E. Heffernan (allisonh@scottandcorley.com),
SC Bar #68530

H. Guyton Murrell (guytonm@scottandcorley.com),
SC Bar #64134

Kevin T. Brown
(kevinb@scottandcorley.com),
SC Bar #64236

Jordan D. Beumer
(jordanb@scottandcorley.com),
SC Bar #104074

**ATTORNEYS FOR
THE PLAINTIFF**
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT
OF COMMON PLEAS

ROWING!
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Operators
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nce Techs
Techs

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, being known and designated as Unit 89, Lot 4, of Lake Keowee (or Keowee Key), a subdivision, according to the plat thereof recorded in Plat Book P-34 at page 198, records of Oconee County, South Carolina. Tax Map #111-10-01-010.

This is the same property conveyed to Imelda N. Scott by deed of Mona D. Towe, Delinquent Tax Collector, Oconee County dated October 3, 2001, and recorded on March 21, 2002, in the Office of the Register of Deeds for Oconee County, South Carolina, in Records Book 1209 at page 006.

s/Samuel F. Albergotti
Samuel F. Albergotti,
SC Bar #311
Email: sam@jonesfirm.com
JONES LAW FIRM, P.A.
P.O. Box 987
415 N. Main St. (29621)
Anderson, South Carolina 29622
(864) 224-3474
Attorney for the Plaintiff

Anderson, South Carolina
June 6, 2022

**NOTICE OF APPOINTMENT
OF GUARDIAN AD LITEM NISI
TO: SUCH OF THE ABOVE-
NAMED DEFENDANTS AS MAY
BE MINORS, INCOMPETENTS
OR OTHER PERSONS UNDER
A LEGAL DISABILITY, AND THE
PERSON(S) WITH WHOM THEY
RESIDE**

N. Gruber Sires, Jr.
P.O. Box 1277
807 123 Bypass, Suite 19

- 6. 105 Booker Drive #B,
TMS 500-19-06-003;
- 7. 105 Booker Drive,
TMS 500-19-06-004;
- 8. 103 Booker Drive,
TMS 500-19-06-005.

The meeting will be held at 5:30 PM, in the City Council Chambers, located at 206 N Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

There will be a public hearing at 6 pm on Tuesday, April 18, 2023 in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC for the following:

**ORDINANCE 2023-06 AN
ORDINANCE AUTHORIZING THE
CONVEYANCE OF CERTAIN
REAL PROPERTY OWNED BY
OCONEE COUNTY, CONSISTING
OF APPROXIMATELY .15 ACRES
AND BEING A PORTION OF TAX
MAP # 520-36-10-017 ("PARCEL
1"), AND AUTHORIZING THE RE-
CEIPT OF CERTAIN REAL PROP-
ERTY OWNED BY PINE RIDGE
MHC SC, LLC, CONSISTING OF
APPROXIMATELY .25 ACRES
AND BEING A PORTION OF TAX
MAP # 240-00-04-023 ("PARCEL
2") IN EXCHANGE FOR THE
CONVEYANCE OF PARCEL 1;
AND OTHER MATTERS
RELATED THERETO.**

**CLASSIFIEDS
WORK!**

THE JOURNAL



**You deliver.
We deliver.**

**CARRIERS
NEEDED**

The Journal has

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing, April 18, 2023: Ordinance 2023-04

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/07/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/07/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

more! Accepting consignment! Call Auction Company to consign your items. (803) 860-0712. www.cogburnauction.com

PUBLIC AUCTION. Saturday, March 11 at 9:30 AM. 510 Stoller Road Bamberg, S.C. (HWY 301). Selling for City of Bamberg, Bamberg Police Dept, Denmark Police Dept, and others! Chevy Tahoe, Ford Crown Victorias, Impalas, Nice Chevrolet Pickups, Fire-trucks, John Deere lawn mowers, Pickups, Trailers, Tools, Tractors, Farm Implements and much more! Accepting consignment! Call Auction Company to consign your items. (803) 860-0712. www.cogburnauction.com

SPECTACULAR ESTATE AUCTION. Saturday, March 18 at 9:30 AM. 631 Goette Trail, Hampton, SC. Selling contents of home built in 1847! Beautiful Victorian oak bedroom suit, ornate iron beds, several chests/dressers, dining room suits, washstands, primitives, wicker, grandfather clocks, china, glassware, porcelains, lots of tools, coins, trains, shotguns, much more! Accepting consignment! www.cogburnauction.com. 803-860-0712

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Get DIRECTV for \$84.99/mo for 24 months with CHOICE Package. **NEW 2 YEAR PRICE GUARANTEE.** First 3 months of HBO Max, Cinemax, Showtime, Starz and

Doe; any unknown minors or persons under a disability being a class designated as Richard Roe TO THE DEFENDANTS HEREIN, NAMES AND ADDRESSES UNKNOWN, INCLUDING ANY THEREOF WHO MAY BE MINORS, IMPRISONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY SERVICE, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE, OR OTHERWISE, AND TO THE PERSON WITH WHOM THEY MAY RESIDE, IF ANY THERE BE: YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber at his office, 859 Pendleton Street, Pickens, South Carolina, within THIRTY (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after service hereof, exclusive of the day of such service; and if you fail to answer the within Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference, or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff.

NOTICE OF FILING COMPLAINT

YOU WILL PLEASE TAKE NOTICE that the Summons and Com-

plaint of 609 W. Main St., Easley, SC 29640 has been designated as Guardian ad Litem, for all Defendants who may be incompetent, minors, person under disability, and person in the military of the United States of America by Order of the Court of Common Pleas of Oconee County dated _____ and the said appointment shall become absolute thirty (30) days after the final publication of this Notice, unless such Defendants, or anyone on their behalf, shall procure a proper person to be appointed as Guardian ad Litem for them with (30) days after the final publication of this Notice.

There will be a public hearing on Tuesday, April 18, 2023 at 6 pm in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla SC for the following:

ORDINANCE 2023-04 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE, IN RELATION TO CERTAIN COUNTY-OWNED PROPERTY LOCATED ADJACENT TO THE OCONEE COUNTY MAGISTRATE'S OFFICE LOCATED AT 1600 E. MAIN STREET, WESTMINSTER, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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Public Comment

SIGN IN SHEET

6:00 PM

April 18, 2023

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Matthew Smith	
2	Daniell Manhardt	
3	Alexander Shadwick	SEWER
4	Candy A Bianco	Green paw
5	Wayne McCall	
6	Janie Shipley	budget
7	DAVID MUMFORD	
8	Rick Bock	BUDGET
9		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 18, 2023 ~ 6:00 p.m.

ORDINANCE 2023-04 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE, IN RELATION TO CERTAIN COUNTY-OWNED PROPERTY LOCATED ADJACENT TO THE OCONEE COUNTY MAGISTRATE'S OFFICE LOCATED AT 1600 MAIN STREET, WESTMINSTER, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2023-06 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY, CONSISTING OF APPROXIMATELY .15 ACRES AND BEING A PORTION OF TAX MAP # 520-36-10-017 ("PARCEL 1"), AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY PINE RIDGE MHC SC, LLC, CONSISTING OF APPROXIMATELY .25 ACRES AND BEING A PORTION OF TAX MAP # 240-00-04-023 ("PARCEL 2") IN EXCHANGE FOR THE CONVEYANCE OF PARCEL 1; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	Ordinance 2023-04	Ordinance 2023-06
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

None

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	3,939,105.56	48,237,311.39	0.00	6,912,188.61	13
081 State Revenue	3,918,343.00	871,722.75	2,610,658.00	0.00	1,307,685.00	33
082 Federal Revenue	199,500.00	0.00	9,362.65	0.00	190,137.35	95
090 Other Financing Sources	1,729,677.00	25,857.88	184,427.90	0.00	1,545,249.10	89
010 General Fund	60,997,020.00	4,836,686.19	51,041,759.94	0.00	9,955,260.06	16

BUDGET REPORT BY FUND EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,442,080.00	0.00	0.00	0.00	2,442,080.00	100
095 Other Financing Uses	149,367.00	167.29	167.29	0.00	149,199.71	100
101 Sheriff	11,057,271.73	845,994.91	8,116,368.48	95,927.53	2,844,975.72	26
103 Coroner	373,596.00	28,357.88	273,626.62	372.52	99,596.86	27
104 Communications	1,951,158.00	151,443.89	1,469,725.94	38,391.97	443,040.09	23
106 Law Enforcement Center	5,286,572.00	442,094.27	3,643,043.53	304,977.98	1,338,550.49	25
107 Ems & Fire Services	7,260,479.34	778,547.79	4,744,434.54	548,646.83	1,967,397.97	27
110 Animal Control	732,662.25	58,565.34	527,175.74	3,201.57	202,284.94	28
120 Sheriff'S Bailiffs	18,000.00	5,227.14	36,063.37	0.00	-18,063.37	-100
202 Parks, Recreation, & Tour	977,004.00	84,809.18	509,537.38	680.35	466,786.27	48
203 High Falls Park	453,196.00	33,138.83	385,288.54	69.50	67,837.96	15
204 South Cove Park	601,882.00	43,632.70	475,464.34	0.00	126,417.66	21
205 Chau Ram Park	407,469.00	28,051.10	278,909.39	1,316.16	127,243.45	31
206 Library	1,591,324.00	125,187.17	1,149,107.88	9,793.19	432,422.93	27
301 Assessor	1,096,607.00	84,687.47	871,959.47	1,841.87	222,805.66	20
302 Auditor	667,476.00	44,112.62	489,786.60	42,769.37	134,920.03	20
303 Brd Of Assessment Appeals	7,526.00	267.97	3,249.15	0.00	4,276.85	57
305 Delinquent Tax	448,571.00	11,513.39	268,617.57	108,702.61	71,250.82	16
306 Treasurer	706,729.00	50,340.07	515,453.05	46,234.75	145,041.20	21
402 Dept Of Social Services	12,700.00	801.72	8,160.06	0.00	4,539.94	36
403 Health Department	29,150.00	3,930.97	20,749.23	0.00	8,400.77	29
404 Veterans' Affairs	235,175.00	15,679.63	173,435.63	553.72	61,185.65	26
501 Clerk Of Court	788,291.00	60,824.51	626,805.24	2,169.77	159,315.99	20
502 Probate Court	388,127.00	32,184.12	310,080.65	903.54	77,142.81	20
504 Solicitor	1,005,004.00	23,846.53	678,439.02	0.00	326,564.98	32
509 Magistrate	1,058,658.86	77,001.83	696,133.84	2,438.67	360,086.35	34
510 Public Defender	250,000.00	125,000.00	250,000.00	0.00	0.00	0
601 Road Department	3,143,133.00	209,447.00	2,108,434.36	3,640.18	1,031,058.46	33
702 Building Codes	734,647.00	47,028.65	527,150.16	8,663.17	198,833.67	27
704 County Council	326,751.00	14,699.14	264,359.88	4,039.43	58,351.69	18
705 Direct Aid	804,367.00	53,358.00	639,881.21	0.00	164,685.79	20
706 Delegation	72,957.00	997.28	13,525.48	439.69	58,991.83	81
707 Economic Development	666,252.00	110,687.39	504,785.85	2,168.80	159,297.35	24
708 Finance Department	715,308.00	43,922.43	552,242.10	1,110.29	161,955.61	23
709 Non-Departmental	3,160,678.14	70,366.16	2,622,850.29	568,311.78	-30,483.93	-1
710 Human Resources	390,751.00	21,937.57	293,955.76	2,073.89	94,721.35	24
711 Information Technology	1,472,358.28	202,951.18	1,161,601.39	14,254.01	296,502.88	20
712 Planning Department	444,572.00	25,379.09	260,775.11	2,693.32	181,103.57	41
713 Procurement	250,378.00	16,087.68	179,886.07	996.84	69,495.29	28
714 Facilities Maintenance	1,510,024.00	115,727.31	1,083,362.94	51,041.84	375,619.22	25

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	17,560.23	240,653.43	342.94	57,461.63	19
716 Soil & Water Conservation	81,981.00	11,869.29	72,972.10	0.00	9,008.90	11
717 Administrator'S Office	624,948.00	61,811.13	449,954.78	59,843.88	115,149.34	18
718 Solid Waste Department	6,803,610.90	519,799.51	4,115,586.79	1,507,427.81	1,180,596.30	17
720 Airport	2,636,305.50	408,619.50	1,527,993.13	667,503.64	440,808.73	17
721 Vehicle Maintenance	1,067,423.00	95,529.77	788,675.25	3,960.82	274,786.93	26
735 Register Of Deeds	361,909.00	28,190.91	235,890.11	21,565.84	104,453.05	29
741 County Attorney	404,792.00	24,520.07	268,707.73	2,166.04	133,918.23	33
799 Poll Workers	6,000.00	0.00	52,218.28	0.00	-46,218.28	-770
010 General Fund	65,973,680.00	5,253,895.41	44,487,044.75	4,131,235.91	17,355,399.34	26

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,590,167.74	1,180,222.20	6,719,452.94	0.00	1,870,714.80	22
017 Rock Quarry Enterprise Fund	8,590,167.74	1,180,222.20	6,719,452.94	0.00	1,870,714.80	22

BUDGET REPORT BY FUND EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100
719 Rock Quarry	8,101,762.74	911,549.51	5,616,001.52	653,527.01	1,832,234.21	23
017 Rock Quarry Enterprise Fund	9,101,762.74	911,549.51	5,616,001.52	653,527.01	2,832,234.21	31

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,532,580.46	92,046.96	1,661,338.17	0.00	-128,757.71	-8
020 Uninc Emergency Services Protection Srf	1,532,580.46	92,046.96	1,661,338.17	0.00	-128,757.71	-8

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
FUND: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,475,054.50	-28,106.13	661,232.30	10,509.98	803,312.22	54
199 Emerg. Serv. Volunteers	200,000.00	15.90	143,600.45	0.00	56,399.55	28
020 Uninc Emergency Services Protection Srf	1,675,054.50	-28,090.23	804,832.75	10,509.98	859,711.77	51

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	83,207.25	3,564,471.38	0.00	-1,707,203.38	-92
090 County Debt Service Fund	1,857,268.00	83,207.25	3,564,471.38	0.00	-1,707,203.38	-92

BUDGET REPORT BY FUND EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	856,833.00	803,416.50	856,833.00	0.00	0.00	0
858 2016B Go Bond	401,010.00	386,005.00	398,992.72	0.00	2,017.28	1
862 2014 Ssrb Refunding Bond	319,907.00	319,906.50	321,862.16	0.00	-1,955.16	-1
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
894 2022 Go Bond- Keowee Fire	0.00	-37,084.67	-22,464.75	0.00	22,464.75	0
896 2013 Go Bond -Echo Hills	221,140.00	200,290.00	220,580.00	0.00	560.00	0
090 County Debt Service Fund	1,857,268.00	1,672,533.33	1,775,803.13	0.00	81,464.87	4

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	9,044.20	59,485.76	0.00	-5,485.76	-10
090 Other Financing Sources	40,000.00	0.00	0.00	0.00	40,000.00	100
210 Sheriff'S Victims Assistance Srf	94,000.00	9,044.20	59,485.76	0.00	34,514.24	37

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	11,246.65	95,633.69	0.00	27,702.31	22
210 Sheriff'S Victims Assistance Srf	123,336.00	11,246.65	95,633.69	0.00	27,702.31	22

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	6,926.28	26,968.78	0.00	-2,968.78	-12
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	69,000.00	6,926.28	26,968.78	0.00	42,031.22	61

BUDGET REPORT BY FUND EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	5,865.85	63,463.12	0.00	14,068.88	18
215 Solicitor'S Victims Assistance Srf	77,532.00	5,865.85	63,463.12	0.00	14,068.88	18

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	444,644.25	10,621.10	77,515.84	0.00	367,128.41	83
081 State Revenue	270,000.00	33,915.27	426,798.60	0.00	-156,798.60	-58
225 911 Communications Spec. Rev. Fund	714,644.25	44,536.37	504,314.44	0.00	210,329.81	29

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,208,644.25	63,721.22	756,373.09	42,735.21	409,535.95	34
225 911 Communications Spec. Rev. Fund	1,208,644.25	63,721.22	756,373.09	42,735.21	409,535.95	34

BUDGET REPORT BY FUND - REVENUE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	111,644.15	1,907,594.76	0.00	-82,594.76	-5
250 Tri-County Technical College Srf	1,825,000.00	111,644.15	1,907,594.76	0.00	-82,594.76	-5

BUDGET REPORT BY FUND EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0
250 Tri-County Technical College Srf	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	77,601.14	1,333,822.63	0.00	3,647,074.69	73
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,200,897.32	77,601.14	1,333,822.63	0.00	3,867,074.69	74

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	43,510.04	1,495,382.33	3,287,504.22	1,463,010.77	23
260 Road Maintenance Tax Srf	6,245,897.32	43,510.04	1,495,382.33	3,287,504.22	1,463,010.77	23

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	1,361,212.68	57,144.98	3,219,854.87	0.00	-1,858,642.19	-137
315 Economic Development Cap. Proj. Fund	1,361,212.68	57,144.98	3,219,854.87	0.00	-1,858,642.19	-137

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
202 Parks, Recreation, & Tour	3,412.55	115.00	15,028.23	0.00	-11,615.68	-340
707 Economic Development	1,357,800.13	756.43	175,155.64	206,462.00	976,182.49	72
315 Economic Development Cap. Proj. Fund	1,361,212.68	871.43	190,183.87	206,462.00	964,566.81	71

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	38,940.35	632,797.07	0.00	-11,141.16	-2
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	38,940.35	632,797.07	0.00	-11,141.16	-2

BUDGET REPORT BY FUND EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	621,655.91	9,088.62	52,106.81	64,257.07	505,292.03	81
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	9,088.62	52,106.81	64,257.07	505,292.03	81

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	413,138.28	73,869.18	1,271,262.37	0.00	-858,124.09	-208
090 Other Financing Sources	125,000.00	0.00	19,941.00	0.00	105,059.00	84
325 Capital Equipment & Vehicle Cpf	538,138.28	73,869.18	1,291,203.37	0.00	-753,065.09	-140

BUDGET REPORT BY FUND EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 08/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	418,579.02	736,263.04	44,307.53	-342,183.17	-78
103 Coroner	39,703.00	0.00	39,377.00	325.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	0.00	47,618.00	0.00	0.00	0
206 Library	0.00	0.00	0.00	48,506.16	-48,506.16	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	65,228.00	-13,062.68	-25
714 Facilities Maintenance	69,552.00	0.00	30,277.00	55,422.00	-16,147.00	-23
717 Administrator'S Office	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100
718 Solid Waste Department	0.00	17,808.00	583,832.23	21,094.00	-604,926.23	0
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	436,387.02	1,551,803.27	234,883.69	275,174.76	13

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 03/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,881,154.86	44,396.45	775,426.46	0.00	1,105,728.40	59
330 Parks, Recreation & Tourism Cpf	1,881,154.86	44,396.45	775,426.46	0.00	1,105,728.40	59

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 03/31/2023

Ideal Remaining Percent: 25 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	13,500.00	756,500.00	98
203 High Falls Park	0.00	73,830.00	74,965.80	203,079.52	-278,045.32	0
204 South Cove Park	3,617.50	0.00	0.00	3,617.50	0.00	0
214 Seneca Creek	1,107,537.36	947,925.85	2,000,283.34	985,511.96	-1,878,257.94	-170
330 Parks, Recreation & Tourism Cpf	1,881,154.86	1,021,755.85	2,075,249.14	1,205,708.98	-1,399,603.26	-74



2022 OCONEE COUNTY SERVICES



ACOG has evolved into a multifaceted service organization for local governments, providing a range of services. We work in close collaboration with our community partners toward building a competitive economy and promoting healthy, livable communities that preserve our residents' quality of life.

RETURN ON INVESTMENT

Oconee County's annual investment in the Appalachian Council of Governments is **\$38,993**. The return on investment to Oconee County in 2022 was **\$2,759,617** representing a return on investment ratio of **\$70.77** on every **\$1**.



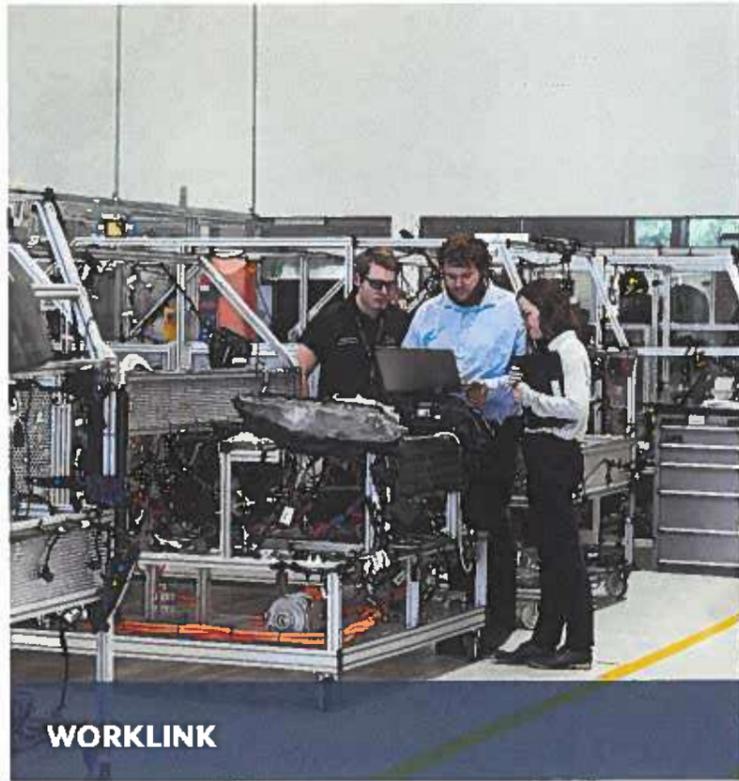
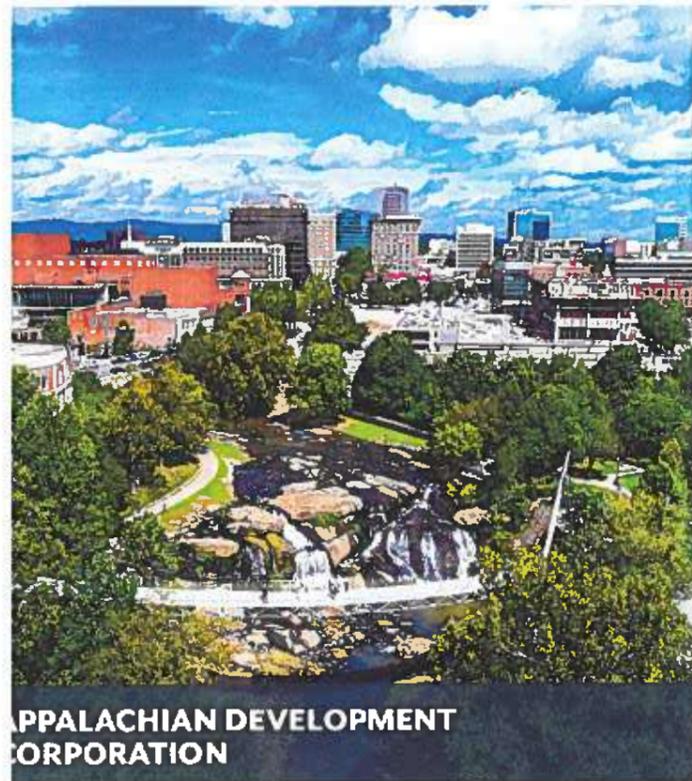
2022 RETURN ON INVESTMENT

Appalachian Regional Commission Grants	\$50,000
Community Development Block Grants	\$250,000
Transit Services	\$110,000
Transportation Improvement Program	\$1,350,000
Workforce Development	\$230,327
Services to Seniors	\$769,290
Total Funding into Oconee County	\$2,759,617
Annual County Contribution to ACOG	\$38,993
Return on County Investment (per dollar)	\$70.77

2022 ANNUAL REPORT

Serving South Carolina's Appalachian Region

ANDERSON • CHEROKEE • GREENVILLE • OCONEE • PICKENS • SPARTANBURG



The Appalachian Development Corporation (ADC) is a nonprofit economic development lender established to support small business development in the Appalachian Region. Business lending programs include multiple financing options. The purpose of ADC is to work in conjunction with local lending institutions to structure “gap-financing” loans that improve the applicant’s overall debt service requirements. The funding comes primarily from public dollars and the primary purpose is to leverage local investments to maximize the applicant’s resources to create jobs for our area. The ADC manages the Appalachian Loan Fund (ALF) on behalf of the ACOG. The ALF loan pool is capitalized by grants from the Appalachian Regional Commission and the State of South Carolina. The ALF is a source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full-time jobs and leverage private sector investment.

WorkLink develops the link between employers and employees in Anderson, Oconee, and Pickens Counties through the Workforce Innovation and Opportunity Act (WIOA). The Act is designed to help job seekers access education, training, and support services to succeed in the labor market. WorkLink partners with local service providers to administer programs for adults, dislocated workers, and youth. These services increase the quality and accessibility of programs provided to job seekers and employers. WorkLink’s goal is to ensure the local workforce development system is market-driven and meets the employment and training needs of employers and job seekers.

4
loans closed

\$730,000
loaned

\$1.04M
private capital leveraged

37
jobs created or retained

7,847
customer visits to SC Works Centers

390
soft skills workshops and activities

165
occupational trainees

\$387,759
WIOA scholarships

\$215,730
in grant funding to local employers for Incumbent Worker Training



LETTER FROM THE BOARD

*Mike Forrester, Board Chair
ACOG Board of Directors*

The purpose of the Appalachian Council of Governments (ACOG) is to enhance the lives of people living in the six-county South Carolina Appalachian Region. Since our establishment in 1965, we have maintained a commitment to provide quality services to residents, local governments and service providers in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

The heart of ACOG is our team of board members and staff; our trusted, committed, multi-disciplined, and solutions-oriented individuals who love the Appalachian Region we serve. We build and foster regional relationships, provide solutions for communities, and fill gaps in staff and administrative resources. The team serves as a regional facilitator, bringing diverse stakeholders to the table to address the most important issues facing the region.

The ACOG improves the lives of the region’s citizens through services to local governments, economic and community development, planning, transportation, infrastructure development, resource management, senior advocacy, and workforce development. Our programs for the elderly, such as home-delivered meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Our focus on work skills development ensures people in our region keep up with the ever-changing skill sets required by business and industry. Our focus

on economic development through our InfoMentum Economic Development Support System, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, ensures our region is equipped to compete in a global economy. In 2022, our Grants Services program had its most productive year ever in working with entities across the region to manage over \$40 million in grant funds to address existing needs, as well as to position the region for even greater prosperity in the future.

While our programs are broad and widely varied, they all come back to serving the people of the Upstate. Whether it is general administration, assistance with grants, planning, or economic development support, we want to be a key resource for getting the job done.

We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering our activities and accomplishments in 2022. I hope you find it informative. Thank you for supporting our region.

Respectfully,

Mike Forrester

Mike Forrester
ACOG Board Chair



SENIOR ADVOCACY

The ACOG serves as the Area Agency on Aging (AAA) for the Appalachian Region. Senior Advocacy's goal is to empower older adults and adults with physical disabilities to maintain a high quality of life in their homes and communities. Programs provide information and support services that focus on the physical, mental, and relational health of seniors throughout the region.

Direct assistance includes staff working with the elderly to conduct assessments and determine the level of need for clients. Identified needs are then addressed through partnerships with providers for in-home and community based services, which includes group dining and home delivered meals, transportation, home care, and health promotion programs. Primary programs available to seniors are Information and Referral Assistance, Family Caregiver Support, Home Care, Long Term Care Ombudsman, Nutrition Programs, and the State Health Insurance Program.

NUTRITION PROGRAM

The Nutrition Program provides nutritionally balanced meals to seniors. Meals are delivered to their homes or served at congregate meal sites.

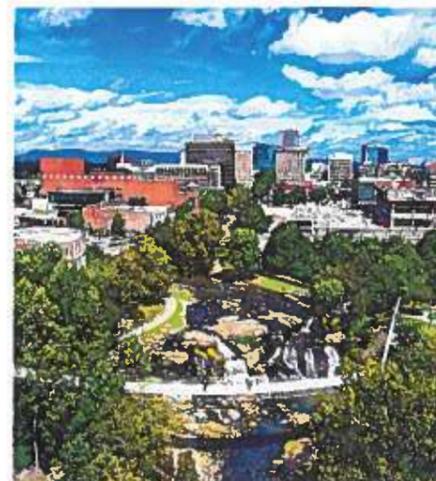
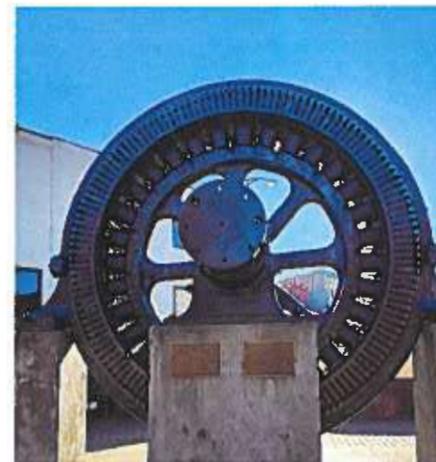
\$5.78M
in funding for
senior services

84,057
seniors
served

348,953
hot, frozen, and shelf-stable
meals were delivered to
3,442 seniors

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Family Caregiver Program
Home Care Program
Information and Referral
State Health Insurance Program
Ombudsman Program
Volunteer Ombudsman Program
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PLANNING SERVICES

Planning Services works with communities to enhance local and regional efforts to promote community development and improve quality of life. The role of the program is broad, ranging from transportation and regional sewer coordination to local planning and administrative services. Staff provides a wide range of technical assistance to local governments on planning administration and other growth management related issues that help communities create a path to achieve their vision and to promote prosperity in the region.



5

comprehensive plan and zoning updates



193

attendees at planning education & training courses



298

Section 208 Water Quality Conformance reviews



5

served as staff for five communities



\$207,998

invested in eight homes rehabilitated through Anderson HOME Consortium



\$212,026

invested to develop two affordable homes

TRANSPORTATION PLANNING

Over the last year, staff worked with the ACOG Transportation Committee to update the region's Rural Long Range Transportation Plan, coordinated with SCDOT on the implementation of identified projects, and supported the regional MPOs with their Long Range Plan update through updating the Appalachian Regional Travel Demand Model.



\$220,000

funding awarded to the region for purchase of human service transit vehicles



\$3.05M

funding to counties for improving local roads & construction of access roads

SERVICES

In carrying out our mission, ACOG brings together elected officials and local practitioners to develop strategies for improving quality of life, prioritizing state and federal investments into social services and public infrastructure throughout the region.

We provide comprehensive expertise and resources to support and facilitate a wide variety of programs and services for citizens and leaders. Funding for ACOG's programs and services comes from a variety of sources, including grants from federal and state agencies, as well as dues from member local governments. In 2022, approximately 75% of ACOG revenue came from federal sources, allowing us to provide many services at reduced or no cost. The total financial return to the region from ACOG programs in 2022 exceeded \$29.7 million.

PROGRAM AREAS

The Appalachian Council of Governments provide services through five program areas and two partner organizations:

ECONOMIC DEVELOPMENT SERVICES

GRANTS SERVICES

PLANNING SERVICES

GOVERNMENT SERVICES

SENIOR ADVOCACY

APPALACHIAN DEVELOPMENT CORPORATION

WORKLINK