

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-24**

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 MAYFLOWER, 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; DESIGNATING THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT RELATED TO THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MAYFLOWER; 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, pursuant to the Act, the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks, and under the authority provided in the Act, the County has created a multicounty park with Pickens County pursuant to the Agreement for Development of a Joint County Industrial and Business Park dated May 16, 2023 (“Park”);

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

WHEREAS, the Company has identified certain real property consisting of approximately 25 acres (the “Project Site”) as an appropriate site for the Project, subject to satisfactory due diligence investigation;

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 B (the “PSA”);

WHEREAS, the Project Site, upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council, is added to and will be located within the boundaries of the Park;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on October 1, 2024, 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 A, 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 20 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee 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 (1) an Economic Development Set-Aside Fund Grant related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D, and (2) a Growing Agribusiness Fund Grant agreement related to the Project (the “SCDA Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit E.

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 hereby designates the Project and the Project Site as part of the Park and agrees to use commercially reasonable efforts to cause Pickens County to adopt a similar ordinance or to create a separate multi-county industrial or business park for the Project and the Project Site, 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 another 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 Fee 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.

Section 4. *Authorization of an Approval of Form of Fee Agreement, PSA, Grant Agreement, and SCDA 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 PSA, the Grant Agreement, and the SCDA Agreement are each authorized and approved. The form of the Fee Agreement, the PSA, the Grant Agreement, and the SCDA Agreement presented at this meeting, respectively, as attached as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the PSA, the Grant Agreement, and the SCDA 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 PSA, the Grant Agreement, and the SCDA Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, the Grant Agreement, and SCDA Agreement to be delivered to the Company. The Fee Agreement, the PSA, the Grant Agreement, and the SCDA 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 PSA, the Grant Agreement, and the SCDA 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 PSA, the Grant Agreement, and the SCDA Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the PSA, the Grant Agreement, and the SCDA 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: December 3, 2024

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: October 1, 2024
Second Reading: October 15, 2024
Public Hearing: December 6, 2024
Third Reading: December 6, 2024

EXHIBIT A

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

SEE ATTACHED

EXHIBIT B

FORM OF PURCHASE AND SALE AGREEMENT

SEE ATTACHED

EXHIBIT C

FORM OF GRANT AGREEMENT

SEE ATTACHED

EXHIBIT D

FORM OF GROWING AGRIBUSINESS FUND GRANT

SEE ATTACHED

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

BETWEEN

PROJECT MAYFLOWER

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: December 3, 2024

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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 December 3, 2024, 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 Mayflower (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 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 approximately \$[,000,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create approximately [] 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 October 1, 2024 and enacted an ordinance on December 3, 2024 (“*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 \$[] by the last day of the 10th 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 [] new, full-time equivalent jobs by the last day of the 10th 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 May 16, 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 Mayflower, 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 added to and become part of the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park during the Fee Term 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 [●], 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.* 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, 2024, which the parties believe to be 214.9 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 50% SSRC for 20 years.

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 Revenue Credit Requirements. If the Sponsor does not satisfy at least 25% 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 SSRC and shall repay all SSRCs received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 10th 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 SSRC 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:

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

For example, if the Sponsor has claimed an aggregate of \$400,000 in SSRCs during the applicable credit period but does not meet the Investment Commitment by the end of the 10th year of the Investment Period, but instead only makes an investment of \$30,000,000, then the Sponsor would be required to repay to the County \$[], calculated as follows:

$$\$30,000,000 / [],000,000$$

$$(1 - (0.[])) = 0.[]$$

$$\$400,000 * 0.[] = \$[]$$

In addition, the SSRC for any remaining years would be reduced by []%.

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.

(e) 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 \$7,500 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$7,500, 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.
 King Kozlarek Law LLC
 Post Office Box 565
 Greenville, South Carolina 29602

(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 Mayflower

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. *[Reserved].*

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: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

PROJECT MAYFLOWER

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

To be attached for 3rd reading

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective December 3, 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Mayflower (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 MAYFLOWER

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 December 3, 2024 (“**Fee Agreement**”), between Oconee County, South Carolina (“**County**”), and Project Mayflower (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 50% of each of the first twenty (20) 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 50% = \$ _____

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 MAYFLOWER

Signature: _____

Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

Project Mayflower, Purchaser

dated as of

[●], 2024

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of [●] day of December, 2024, 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 Mayflower, a [State] [entity type] (“**Purchaser**”), having an address at [●].

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 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 approximately 25 acres located at [], 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 1.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section 1.03 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 1.04 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 2.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Four Thousand and 00/100 Dollars (\$4,000) (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 2.02 The purchase price to be paid by Purchaser to Seller for the Property is four thousand and 00/100 Dollars (\$4,000) per acre (the “**Purchase Price**”). The final acreage shall be established by the Survey (as defined below). 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 3.01 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 3.02 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 3.03 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 3.04 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 3.05 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 3.06 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 3.07 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 4.01 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 4.02 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 4.03 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 4.04 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 5.01 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 5.02 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 limited liability company duly organized, validly existing, and in good standing under the laws of the State of [●].

(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 6.01 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 6.02 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 7.01 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 8.01 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 8.02 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 Mayflower
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 9.01 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 10.01 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 10.02 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 10.03 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 10.04 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 10.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI [RESERVED]

ARTICLE XII BROKERS

Section 12.01 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 12.02 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 13.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section 13.02 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 13.03 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 13.04 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 and 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 13.05 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 13.06 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 13.07 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 13.08 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 13.09 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 13.10 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 13.11 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 13.12 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 13.13 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 13.14 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 13.15 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 13.16 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 MAYFLOWER

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

To be provided for 3rd reading.

EXHIBIT B - LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA) AMENDMENT TO AGREEMENT
COUNTY OF OCONEE) FOR DEVELOPMENT OF A JOINT COUNTY
COUNTY OF PICKENS) INDUSTRIAL AND BUSINESS PARK TO
INCLUDE PROJECT MAYFLOWER

This Amendment to the Agreement for Development of a Joint County Industrial and Business Park dated May 16, 2023 (the “*Amendment*”) is made and entered into by and between Oconee County, South Carolina (“*Oconee County*”) and Pickens County, South Carolina (“*Pickens County*”), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the “*Counties*”), and is to be effective as of the [•] day of December, 2024.

WITNESSETH:

WHEREAS, Oconee County, acting by and through its County Council, and Pickens County, acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the “*Park Act*”), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Oconee County and Pickens County entered into that certain Agreement for Development of a Joint and Industrial Business Park dated May 16, 2023 (the “*Park Agreement*”), whereby Oconee County and Pickens County agreed to develop a joint county industrial or business park eligible to include property located in either Oconee County or Pickens County (the “*Park*”); and

WHEREAS, Section 3(A) of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Oconee County and Pickens County, having determined that an enlargement of the boundaries of the Park to include therein certain property described in greater detail in Schedule 1 attached hereto (the “*Project Mayflower Properties*”), would promote economic development and thus provide additional employment and investment opportunities within said Counties, have agreed to enter into this Amendment to enlarge the boundaries of the Park by including therein the Project Mayflower Properties that are located in Oconee County; and

WHEREAS, each of Oconee County and Pickens County has authorized the execution and delivery of this Amendment by duly enacted ordinances or resolutions.

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Park Agreement, which describes the boundaries of the Park property located in Oconee County, is hereby amended to include the Project Mayflower Properties, consisting of the parcels which are described on Schedule 1 hereto and made a part hereof by reference.

3. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

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

4. This 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.

[Signature page follows.]

In WITNESS WHEREOF, the duly authorized and appointed officers of Oconee County, South Carolina and Pickens County, South Carolina have set their hand and seals hereto to be effective as of the above written date.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

(SEAL)
ATTEST:

Clerk to Council
Oconee County Council

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chairman
Pickens County Council

(SEAL)
ATTEST:

Clerk to Council
Pickens County Council

SCHEDULE 1

DESCRIPTION OF PROJECT MAYFLOWER PROPERTIES

[To be included at final reading.]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 1, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution and ordinance between Project Mayflower and Oconee County to establish a new manufacturing facility in the county.

BACKGROUND DESCRIPTION:

Project Mayflower is an advanced manufacturing company that is considering Oconee County as a location for a new production facility. The project will include the construction a new 150,000+ square foot building with a minimum capital investment of \$40 million and 140 new jobs. The Oconee Economic Alliance (OEA) and SC Department of Commerce have been working with the project since 2023. We have discussed with the company property tax reductions and land acquisition, as well as several state incentives to secure the project in Oconee. OEA is recommending the following county incentives for the project:

1. A 30-Year Fee-In-Lieu-of- Tax (FILOT) agreement with an assessment rate of 6% and fixed millage rate of 214.9 mills.
2. A 20-Year Special Source Revenue Credit (SSRC) with at 50% annually.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is a well-respected leader in their industry.
- The company serves a market that is established, strong and expanding.
- The company is financially secure and not dependent on federal programs or subsidies for their success.
- The company is an excellent industry and job fit for the county.

FINANCIAL IMPACT [Brief Statement]:

- After the recommended incentives, the project will generate approximately \$3,179,904 in county/school district property taxes over the first 10 years, \$6,297,770 over 20 years and \$12,533,502 over 30 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$2,357,336 over the first 10 years, \$6,518,801 over 20 years and \$8,323,943 over 30 years from the standard ad valorem taxes which include the state's statutory 5-year manufacturers abatement against the county portion of the millage.

 Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the inducement resolution and ordinance for Project Mayflower.

Submitted or Prepared By:

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-26**

AN ORDINANCE ESTABLISHING THE CORINTH-SHILOH SPECIAL PURPOSE TAX DISTRICT FOR FIRE PROTECTION; ESTABLISHING THE CORINTH-SHILOH SPECIAL PURPOSE TAX DISTRICT COMMISSION; AND OTHER RELATED MATTERS.

ARTICLE I: FINDINGS OF FACT.

- A. Pursuant to S.C. Code Section 4-9-30, over fifteen percent (15%) of the electors within the proposed Corinth-Shiloh Special Purpose Tax District, the boundaries of which are described below, petitioned the Oconee County Council to hold a special referendum election to approve the establishment of a special tax district designated the “**Corinth-Shiloh Special Purpose Tax District for Fire Protection**” (the “**Tax District**”), which shall fund and be served by the Corinth-Shilo Fire Department (the “**Fire Department**”), and to establish the governing commission of the Tax District, designated the **Corinth-Shiloh Special Purpose Tax District Commission** (the “**Commission**”) to represent the citizens in the Tax District and to operate the Tax District.
- B. On November 5, 2024, a special referendum election was held in which a majority of the qualified electors within the proposed Tax District area voted in favor of establishing the Tax District and the Commission.
- C. The Tax District shall have such boundaries as are described on Exhibit A, which is attached hereto and incorporated herein by reference. The Commission will have the authority to a) set an annual budget for the Tax District to be funded in whole or in part by a special property tax at a rate not to exceed twenty-five (25) mills and b) appoint a fire chief to manage the Fire Department.

ARTICLE II: ESTABLISHMENT OF THE CORINTH-SHILOH SPECIAL PURPOSE TAX DISTRICT FOR FIRE PROTECTION.

- A. **Establishment and Purpose.** The Corinth-Shiloh Special Purpose Tax District for Fire Protection, located within Oconee County (“**County**”), is hereby established. Its purpose is to ensure all property owners within its boundaries share in the cost of maintaining a paid, professional firefighting staff and the cost of necessary equipment and facilities to meet the fire protection and related objectives established by the Commission and the Fire Department on behalf of the residents of the Tax District. The special tax levied within the Tax District shall not operate to replace or reduce the amount of equipment, maintenance, or funds that are supplied by the County to all County fire districts from its general budget for fire protection.

- B. **Boundaries of the Tax District.** The boundaries of the Tax District shall be as reflected on Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE III: ESTABLISHMENT OF THE COMMISSION.

- A. **Establishment and Purpose.** The Corinth-Shiloh Special Purpose Tax District Commission is hereby established. Its purpose is to represent the citizens of the Tax District in setting and maintaining fire protection and related objectives, in setting the annual Tax District budget, and in employing a Fire Chief to manage the day-to-day Fire Department operations and personnel.
- B. **Appointment and Election of Commissioners.** The Commission shall consist of five (5) members. Candidates for Commissioner shall be qualified electors of the Tax District and shall meet the candidate filing and reporting requirements of the County and otherwise be legally qualified to hold office. The Commission shall initially be appointed by the Oconee County Council, which appointments shall occur as soon after enactment of this ordinance as reasonably possible. Thereafter the Commission shall be elected by the qualified electors of the Tax District during the general elections held in November of even numbered years, beginning November 2026. The terms of the initial appointed Commissioners shall end on December 31, 2026 or when their successors are duly elected and qualified.

During the initial election, the five (5) candidates receiving the highest number of votes shall be elected as Commissioners. The three (3) Commissioners with the highest vote count shall serve terms of four (4) years, and the remaining two (2) Commissioners shall serve terms of two (2) years. Every two (2) years after the initial election, elections shall be held for each Commissioner whose term is expiring. After the initial appointment and initial election, all Commissioners shall serve terms of four (4) years. All terms shall begin on the first day of January following the date of the election.

- C. **Filling of Vacancies.** Any vacant seat on the Commission shall be filled in the next general election after the vacancy occurs or by special election if the vacancy occurs one hundred eighty (180) days or more prior to the next general election.
- D. **Organization, meetings, officers.** During its first meeting of the calendar year the Commission shall establish a meeting schedule and elect one of its members as chairman and one as vice chairman, whose terms shall each be for the remainder of the calendar year or until their successors are duly elected. The chairman and vice chairman shall have the right to vote. The Commission may appoint a secretary who may or may not be a member of the Commission. If the secretary is a member of the Commission, he or she shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or otherwise shall be filled in the same manner as the original election or appointment. The Commission shall establish a meeting schedule during its first meeting of the calendar year. The Commission shall meet at least once per month. The Commission shall duly adopt such bylaws and parliamentary rules as may be necessary for the orderly performance of its duties and functions.

ARTICLE IV: AUTHORITY AND RESPONSIBILITIES OF THE COMMISSION.

- A. **Budgetary Authority.** The Commission shall have the authority and responsibility to adopt an annual fiscal year budget for the Tax District and to identify the net amount to be funded by the County as a special property tax subject to a “not to exceed” tax rate of twenty-five (25) mills or an amended “not to exceed” tax rate as provided in Article VI herein, and to borrow for temporary cash needs or capital expenses which are budgeted for funding over more than a single fiscal year. The budget adopted by the Commission must be submitted to County Council for approval, as further addressed below.
- B. **Legal Authority.** The Commission shall have the authority to enter into contracts and agreements, purchase or lease land, facilities, and equipment, obtain outside services, establish bank accounts, and otherwise legally commit the Tax District as needed to provide its adopted and budgeted level of firefighting and related capabilities and fire prevention programs, and the responsibility of meeting the resulting obligations it has incurred on behalf of the Tax District. The Commission shall also have, in coordination with the Fire Department, the authority and responsibility to develop or adopt rules and regulations deemed necessary to ensure fire and life safety in Fire Department and related operations.
- C. **Operating Authority.** The Commission shall have the authority to appoint or replace a Fire Chief, to establish the Fire Chief’s compensation, to set overall management, operating, and financial objectives for the Fire Department and to adopt bylaws for the Commission and its administration of the Tax District. The Fire Chief shall be responsible for meeting the management, operating, and financial objectives, and shall have day-to-day operating authority over the Fire Department and its paid and volunteer staff.
- D. **Reporting Responsibilities.** Each year, the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the Fiscal year-end.
- E. **Legal Compliance.** The Commission shall comply with the provisions of the South Carolina Freedom of Information Act, along with all other applicable provisions of local, state, and federal law.

ARTICLE V: COUNTY BUDGET REQUIREMENTS.

- A. **Budget Submission Requirements.** The Commission shall meet the following requirements for submitting its annual budget request for special property tax funding of the Fire Department and related needs of the Tax District.
 - 1. The submitted budget shall identify the total amount of Fire Department and related expenses for the next full fiscal year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected sources of fee revenue and the net amount to be billed and collected by the County as a special property tax levy.

2. The budget shall include a written certification by the Commission that at least one public hearing on the budget has been held for the citizens prior to finalizing it for submission to the County for consideration, and shall list the results of a Commission vote adopting the submitted budget.
 3. The budget shall be submitted to the County Administrator of Oconee County within the County's budget submission schedule.
- B. Failure to comply with County Submission Requirements.** In the event the Commission fails to meet the budget submission requirements in Section 5.A., the County Administrator shall provide written notification to the Commission and County Council of the failure. Upon such notification, County Council shall act to fund the Tax District at the previous year's actual millage rate.
- C. Failure of Submitted Budget to Fall Within "Not to Exceed" Tax Rate.** If the submitted budget amount fails to result in a tax rate within the initial twenty-five (25) mills "not to exceed" tax rate, or a subsequently adopted amendment of the "not to exceed" tax rate, the County Administrator shall notify the Commission and County Council, and County Council shall act to fund the Tax District at no more than the "not to exceed" tax rate then in effect.

ARTICLE VI: REVISION OF THE "NOT TO EXCEED" TAX RATE.

- A. The Commission shall have the authority to initiate adoption of an increase in the "not to exceed" tax rate, subject to the taxpayer notification and public hearing requirements stated herein.
- B. **Taxpayer Notification and Public Hearing.** The Commission shall notify citizens, via the Commission's chosen public advertising methods, of its intention to raise the "not to exceed" tax rate, and how citizens can obtain copies of an official Commission statement, which shall include the following information:
 1. The current and the intended "not to exceed" tax rates, and the tax amounts that would be levied at both "not to exceed" tax rates for representative examples defined by the Commission of residential and personal property.
 2. An explanation of why the current "not to exceed" tax rate is insufficient, and a projection of years the intended "not to exceed" tax rate is likely to last.
 3. The scheduled date, time, and place of a formal public hearing to be conducted by the Commission on revision of the "not to exceed" tax rate, and an explanation of how taxpayers can ensure their comments will be heard at the public hearing. The Commission shall publish an additional notice of this public hearing in a newspaper of general circulation in the Tax District at least fifteen (15) days prior to the public hearing.

- C. **Commission Final Decision and Submission to County Council.** The Commission shall make its final decision on the intended change of the “not to exceed” tax rate by a majority vote of its Commissioners immediately following the formal public hearing thereon. If the Commission decides to proceed, its final decision on the tax rate and supporting details shall be submitted in writing as a request to County Council for its action to adopt the specified new “not to exceed” tax rate as an amendment to this ordinance.

- D. **County Council Action.** County Council shall determine whether the Commission request is in compliance with the requirements stated in this Article, and upon such determination shall vote on the requested amendment to this ordinance. The requested “not to exceed” tax rate will take effect upon County Council adoption of the requested amendment.

ARTICLE VII: MISCELLANEOUS.

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

- B. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

- C. This ordinance is effective at its approval following a public hearing and third reading.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

 Jennifer C. Adams
 Clerk to Oconee County Council

 Matthew Durham
 Chair, Oconee County Council

First Reading: December 03, 2024
 Second Reading: December 06, 2024
 Third Reading: _____
 Public Hearing: _____

Exhibit A

The Northern Boundary starts at the end of the second dike on Highway 130 (0.6 miles South of Katelyn Road), goes due East to the county line (Seneca River).

The Eastern Boundary follows the county line into Lake Hartwell.

The Southern Boundary follows Lake Hartwell before going up the creek between Shiloh Road and West Cherry Road before turning to the intersection of West Cherry Road and JP Stevens Road. The boundary then follows the railroad track for a half mile, then turns Southwest to the intersection of East Spring Valley Road and Richmar Lane and then into Lake Hartwell.

The Western Boundary runs North from Martin Creek then turns Northeast past the airstrip on Blue Sky Boulevard to the intersection of Shiloh Road and White Road. The boundary continues West on Shiloh Road until the intersection of Wells Highway. At Wells Highway, the boundary turns Northeast for a block to the power line right of way. The boundary then turns left and follows the power line right of way to Davis Mill Road. At Davis Mill Road, the boundary turns Northeast for 500 feet (past Davis Mill Park) then the boundary turns North to Highway 123 (Clemson Boulevard) just west of Brookwood Drive. The boundary continues across Highway 123 (Clemson Boulevard) to the intersection of East Sizemore Road and Watson Drive. From that intersection, the boundary runs Northeast to the railroad. The boundary follows the railroad West to the intersection of Highway 130 (Rochester Highway) and Old Clemson Highway. The boundary follows Highway 130 and turns toward Lake Keowee just past Sugar Valley Road. The boundary follows Lake Keowee until the end of the second dike on Highway 130 (0.6 miles South of Katelyn Road).

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE, ORDINANCE 2003-12

**ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT, AND
ESTABLISHMENT OF THE KEOWEE FIRE COMMISSION, AND
RENAMING OF THE KEOWEE KEY FIRE DEPARTMENT**

ARTICLE I: FINDINGS OF FACT

Pursuant to S.C. Code Section 4-9-30, over fifteen percent (15%) of the electors within Oconee Fire District #17, which is served by the Keowee Key Fire Department (herein renamed the *Keowee Fire Department* and hereinafter referred to as the "Fire Department"), have signed a petition to Oconee County Council to hold a special referendum election to approve the establishment of a special tax district designated in the petition as The Keowee Special Tax District For Fire Protection (herein renamed the *Keowee Fire Tax District* and hereinafter referred to as the "Tax District"), and to establish an elected Commission (herein named the *Keowee Fire Commission* and hereinafter referred to as the "Commission") to represent the citizens in the Tax District, and to operate the Tax District.

The petition defines the Tax District outer boundaries to be the same as the boundaries of Oconee Fire District #17, and excludes the Duke Power Nuclear Site from the Tax District area but not from the Oconee Fire District #17 area. The petition also specifies that the Commission will have the authority to a) set an annual budget for the Fire Department to be funded in part by a special property tax at a rate not to exceed 14.5 mills, b) negotiate a separate annual fire protection fee arrangement with Duke Power, and c) appoint a fire chief to manage the Fire Department.

On August 12, 2003, a Special Referendum Election was held in which the electors within the proposed Tax District area voted to establish the Tax District, the Commission, and elected its initial five Commissioners.

ARTICLE II: ESTABLISHMENT OF THE KEOWEE FIRE TAX DISTRICT

Section 2.01, Establishment And Purpose. The special tax district for fire protection is hereby established and is named the *Keowee Fire Tax District* (hereinafter referred to as the Tax District). Its purpose is to ensure all property owners within its boundaries share in the costs of maintaining a paid, professional fire fighting staff, and the costs of necessary equipment and facilities to meet the fire protection objectives established jointly by the Commission and the Fire Department on behalf of property owners. The special tax levied within the Tax District shall not replace or reduce the amount of equipment, maintenance or funds that are supplied by the county to all county fire districts from its general budget for fire protection.

Section 2.02, Boundaries Of The Tax District. The boundaries of the Tax District area are:

Starting at the intersection of Highways 130 and 183 near the Wachovia Bank, traveling North on Highway 130 to the first bridge, at the Cove subdivision, bordering on the East and West by Lake Keowee.

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COUNTY OF OCONEE, ORDINANCE 2003-12**

At the intersection of Highway 130 and Nimmons Bridge Road, North on Nimmons Bridge Road to and including Keowee Town Landing. All areas East of Nimmons Bridge Road bordered by Lake Keowee and West of Nimmons Bridge Road to Stamp Creek. West on Highway 183 to the first bridge (High Falls Bridge), bordered by Lake Keowee to the South and all property North.

From the intersection of Highway 130 and 183 (South of the Oconee Nuclear Site) to the Pickens County line.

South on Highway 130 to the first dike on Lake Keowee (.6 miles South of Katelyn Road). All areas bordered on the East and West by Lake Keowee.

Excluding however, all property within these aforementioned boundaries known as the Oconee Nuclear Site and owned by Duke Power, having as its boundaries Lake Keowee to the North and West, Highway 183 to the South (including the Duke Power Operations Center), and the Pickens County line to the East.

ARTICLE III: ESTABLISHMENT OF THE COMMISSION

Section 3.01, Establishment And Purpose. The special tax district commission is hereby established and is named *The Keowee Fire Commission* (hereinafter referred to as the "Commission"). Its purpose is to represent the citizens of the Tax District in setting and maintaining fire protection objectives, in setting the annual Fire Department budget, and in employing a Fire Chief to manage the day-to-day Fire Department operations and personnel.

Section 3.02, Election Of Commissioners. The Commission shall consist of five Commissioners, each elected to a two-year term in the regular November general election in even numbered years. The five candidates with the highest number of votes shall be elected as Commissioners and the term of office shall begin on January 1 following the November election. Candidates for Commissioner shall be qualified electors of the Tax District and shall meet the candidate filing and reporting requirements of the county. Up to five initial Commissioners shall be elected in a special election held on August 12, 2003 and shall take office upon their election for terms ending December 31, 2004.

Section 3.03, Filling Of Vacancies. Any vacant seat on the Commission shall remain vacant until it is filled in a regular general election. In the event all five Commission seats become vacant, County Council shall appoint one person, who is a qualified elector of the Tax District, to serve as Acting Commissioner only until such time as an election can be held and one or more new Commissioners are elected.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE, ORDINANCE 2003-12**

ARTICLE IV: AUTHORITY AND RESPONSIBILITIES OF THE COMMISSION

Section 4.01, Budget Authority. The Commission shall have the authority and responsibility to adopt an annual calendar year budget for the Fire Department, negotiate an annual fee for fire protection with Duke Power, and identify the net amount to be funded by the county as a special property tax subject to a "not to exceed" tax rate of 14.5 mills or an amended "not to exceed" tax rate as provided in Article VI herein, and to borrow for temporary cash needs or capital expenses which are budgeted for funding over more than a single calendar year.

Section 4.02, Legal Authority. The Commission shall have the authority to enter into contracts and agreements, purchase or lease land, facilities and equipment, obtain outside services, establish bank accounts, and otherwise legally commit the Tax District as needed to provide its adopted and budgeted level of fire fighting capability and fire prevention programs, and the responsibility of meeting the resulting obligations it has incurred on behalf of the Tax District. The Commission shall also have the authority and responsibility to develop or adopt rules and regulations deemed necessary to ensure fire and life safety in Fire Department operations.

Section 4.03, Operating Authority. The Commission shall have authority to appoint or replace a Fire Chief, to establish the Fire Chief's compensation, to set overall management, operating, and financial objectives for the Fire Department and to adopt bylaws for the Commission and its administration of the Tax District. The Fire Chief shall be responsible for meeting the management, operating and financial objectives, and shall have day-to-day operating authority over the Fire Department and its paid and volunteer staff.

Section 4.04, Reporting Responsibilities. Each year, the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the calendar year-end. The Commission shall also be responsible for the biannual filing to the SC Secretary of State and County Auditor as required by SC Act 488 of 1984.

Section 4.05, Meeting Obligations. As a government entity with taxation authority, the Commission is subject to South Carolina statutes regarding notification and conduct of meetings.

ARTICLE V: COUNTY BUDGET REQUIREMENTS

Section 5.01, Budget Submission Requirements. The Commission shall meet the following requirements for submitting its annual budget request for special property tax funding of the Fire Department.

- a) The submitted budget shall identify the total amount of Fire Department expenses for the next full calendar year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected

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COUNTY OF OCONEE, ORDINANCE 2003-12**

sources of fee revenue and the net amount to be billed and collected by the county as a special property tax levy.

b) The budget shall include a written certification by the Commission that at least one public hearing on the budget has been held for citizens prior to finalizing it for submission to the county, and the results of a roll-call Commission vote adopting the submitted budget.

c) The budget shall be submitted to the Chief Administrative Officer of Oconee County within a county budget submission schedule, but in the event notification of the submission schedule provides insufficient lead-time for the Commission to comply, the submission deadline shall be extended by mutual agreement.

Section 5.02, Failure To Comply With County Submission Requirements. In the event the Commission fails to meet the requirements in Section 5.01, the Chief Administrative Officer of the county shall provide written notification to the Commission and County Council of the failure. Upon such notification, County Council shall act to fund the Tax District at the previous year's actual millage rate.

Section 5.03, Failure Of Submitted Budget To Fall Within "Not To Exceed" Tax Rate. If the submitted budget amount fails to result in a tax rate within the initial 14.5 mills "not to exceed" tax rate, or a subsequently adopted amendment of the "not to exceed" tax rate, the Chief Administrative Officer shall notify the Commission and County Council, and County Council shall act to fund the Tax District at no more than the "not to exceed" tax rate then in effect.

ARTICLE VI: REVISION OF THE "NOT TO EXCEED" TAX RATE

The Commission shall have the authority to initiate adoption of an increase in the "not to exceed" tax rate, subject to taxpayer notification and public hearing requirements herein.

Section 6.01, Taxpayer Notification And Public Hearing. The Commission shall notify citizens, via Commission chosen public advertising methods, of its intention to raise the "not to exceed" tax rate, and how citizens can obtain copies of an official Commission statement, which shall include the following information:

a) The current and the intended "not to exceed" tax rates, and the tax amounts that would be levied at both "not to exceed" tax rates for representative examples defined by the Commission of residential and personal property.

b) An explanation of why the current "not to exceed" tax rate is insufficient, and a projection of years the intended "not to exceed" tax rate is likely to last.

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c) The scheduled date, time and place of a formal public hearing to be conducted by the Commission on revision of the "not to exceed" tax rate, and an explanation of how taxpayers can ensure their comments will be heard at the public hearing.

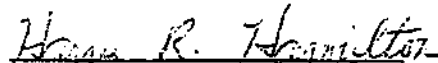
Section 6.02, Commission Final Decision And Submission To County Council. The Commission shall make its final decision on the intended change in the "not to exceed" tax rate by a roll-call vote of its Commissioners before adjourning the formal public hearing. If the Commission decides to proceed, its final decision on the tax rate and supporting details shall be submitted in writing as a request to County Council for its action to adopt the specified new "not to exceed" tax rate as an amendment to this ordinance.

Section 6.03, County Council Action. County Council shall determine whether the Commission request is in compliance with the requirements stated in Sections 6.01 and 6.02 above, and upon such determination shall initiate the requested amendment to this ordinance. The requested "not to exceed" tax rate will take effect upon County Council adoption of the requested amendment.

ARTICLE VII: SEVERABILITY PROVISION

Section 7.01 Invalid Items. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

APPROVED ON THIRD & FINAL READING THIS 19th day of August 2003.


Harry R. Hamilton
Interim Supervisor-Chair
Oconee County Council

Attest:


Opal O. Green
Clerk to Council

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2006-13

AN ORDINANCE AMENDING ORDINANCE 2003-12 WHICH ESTABLISHED THE
KEOWEE FIRE TAX DISTRICT AND THE KEOWEE FIRE COMMISSION

WHEREAS, the Keowee Fire Tax District and the Keowee Fire Commission were established by Ordinance 2003-12 on August 19, 2003; and

WHEREAS, the Keowee Fire Commission has requested that Ordinance 2003-12 be amended; and

WHEREAS, the Oconee County Council finds that it is in the best interest of the citizens of Oconee County and especially the citizens with the Keowee Fire Tax District to amend Ordinance 2003-12;

NOW THEREFORE, Be It Ordained, by the Oconee County Council, in session, duly assembled, and upon third and final reading, that Ordinance 2003-12 be amended as follows:

1. Section 3.02, Election of Commissioners is amended as follows:

Section 3.02 Election of Commissioners. The Commission shall consist of five commissioners, each elected to a four-year term in the regular November general election in even numbered years. The three candidates with the highest number of votes in the November 7, 2006 election shall serve four-year terms beginning on January 1, 2007 and ending on December 31, 2010. The two candidates with the fourth and fifth highest number of votes shall initially serve a two-year term beginning on January 1, 2007 and ending on December 31, 2008. Thereafter the candidates elected to these two positions shall serve four-year terms. The candidates for Commissioner shall be qualified electors for the tax district and shall meet the candidate filing reporting requirements of the County.

2. Section 3.03, Filling of Vacancies is amended as follows:

Section 3.03, Filling of vacancies. Any vacant seat on the Commission may be filled by appointment of an interim Commissioner by the remaining members of the Commission. The seat of this interim Commissioner shall be filled at the next general election. In the event all five

Commission seats become vacant, County Council shall appoint one person, who is a qualified elector of the Tax District, to serve as Acting Commissioner only until such time as an election can be held and one or more new Commissioners are elected.

3. Section 4.04, Reporting responsibilities is amended as follows:

4.04 Reporting responsibilities. Each year the Commission shall prepare an annual report on operating and financial results, shall provide copies to citizens on request, and shall hold a public hearing to present the report and hear citizen comments within three months of the fiscal year end.

4. Section 4.01, Budget Authority is amended as follows:

Section 4.01, Budget Authority. The Commission shall have the authority and responsibility to adopt an annual fiscal year budget for the Fire Department, negotiate an annual fee for fire protection with Duke Power, and identify the net amount to be funded by the county as a special property tax subject to a "not to exceed" tax rate of 14.5 mills or an amended "not to exceed" tax rate as provided in Article VI herein, and to borrow for temporary cash needs or capital expenses which are budgeted for funding over more than a single calendar year.


5. Section 5.01(a) of Budget Submission Requirements is amended as follows:

Section 5.01, Budget Submission Requirements. The Commission shall meet the following requirements for submitting its annual budget request for special property tax funding of the Fire Department.

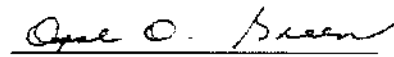
- a) The submitted budget shall identify the total amount of Fire Department expenses for the next full fiscal year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected sources of fee revenue and the net amount to be billed and collected by the county as a special property tax levy.

6. The amendments to Ordinance 2003-12 shall take effect on third and final reading of this Ordinance by the Oconee County Council.

APPROVED & ADOPTED ON THIRD & FINAL
READING THIS 20TH DAY OF JUNE 2006.


H. Frank Ables, Jr. Chair
Oconee County Council

Attest:


Opal O. Green
Clerk to Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-27**

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2024-05, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 FOR THE SENECA LIBRARY ADA RAMP PROJECT, BY APPROPRIATING AN ADDITIONAL NINETY THOUSAND, ONE HUNDRED SEVENTY-THREE, AND 50/100 (\$90,173.50) DOLLARS, SO THAT THE TOTAL APPROPRIATION AND AUTHORIZATION FOR EXPENDITURE FOR THE SENECA LIBRARY ADA RAMP PROJECT EQUALS ONE HUNDRED AND FORTY-SIX THOUSAND, ONE HUNDRED SEVENTY-THREE AND 50/00 (\$146,173.50) DOLLARS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, among other things, the American Rescue Plan Act of 2021 (“ARPA”) established the Local Assistance and Tribal Consistency Fund (“LATCF”), which provides additional assistance to eligible (1) tribal governments, (2) revenue sharing counties, and (3) eligible revenue sharing consolidated governments to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the County was allocated Five Hundred and Sixty-One Thousand, Five Hundred Ninety-Five and 66/100 (\$561,595.66) Dollars from the LATCF (“County LATCF Allotment”);

WHEREAS, in order to fulfill the intent of Ordinance 2024-05, a copy of which is attached hereto, which appropriated and authorized the expenditure of Fifty-Six Thousand and 00/100 (\$56,000.00) Dollars of the County LATCF Allotment for the Seneca Library ADA Ramp Project, an additional Ninety Thousand, One Hundred Seventy-Three, and 50/100 (\$90,173.50) Dollars is needed; and

WHEREAS, Council therefore desires to augment Ordinance 2024-05 by supplementing the amount of the County LATCF Allotment funding previously appropriated and authorized for expenditure on the Seneca Library ADA Ramp Project.

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

Section 1. Appropriation. An additional Ninety Thousand, One Hundred Seventy-Three, and 50/100 (\$90,173.50) Dollars of the County LATCF Allotment is hereby appropriated and set aside for the Seneca Library ADA Ramp Project.

Section 2. Expenditures. The expenditure of funds appropriated out of the County LATCF Allotment for the Seneca Library ADA Ramp Project is approved in an additional amount of Ninety Thousand, One Hundred Seventy-Three, and 50/100 (\$90,173.50) Dollars, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County LATCF Allotment that has been actually received by the County and which has not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for the Seneca Library ADA Ramp Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Seneca Library ADA Ramp Project being deemed an impermissible use of the County LATCF Allotment, in whole or in part; or (4) for convenience.

Section 4. 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 not affect the remainder of this Ordinance.

Section 5. 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. Ordinance 2024-05 is not repealed, but is supplemented hereby.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2024.

ATTEST:

 Jennifer C. Adams
 Clerk to Oconee County Council

 Matthew Durham
 Chair, Oconee County Council

First Reading: December 03, 2024
 Second Reading: December 06, 2024
 Third Reading: _____
 Public Hearing: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-05**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR THE SENECA LIBRARY ADA RAMP PROJECT AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus ("COVID-19") is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, COVID-19 disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID-19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long-term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law by the President of the United States (along with supporting and related legislation and regulations, collectively "ARPA");

WHEREAS, among other things ARPA established the Local Assistance and Tribal Consistency Fund ("LATCF"), which provides additional assistance to eligible (1) tribal governments, (2) revenue sharing counties, and (3) eligible revenue sharing consolidated governments to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, there exists significant flexibility for Oconee County ("County") in the expenditure of LATCF allocations, with the primary limitation being that the funds are treated as if generated from the County's own revenue, and thus the funds may be used for any governmental purpose, lobbying excluded;

WHEREAS, the County was allocated Five Hundred and Sixty-One Thousand, Five Hundred, Ninety-Five and 66/100 (\$561,595.66) Dollars ("County LATCF Allotment");

WHEREAS, the County desires to expend fifty-six thousand and 00/100 (\$56,000.00) Dollars of the County LATCF Allotment for the construction of an ADA-compliant ramp at the Oconee County Public Library, located at 300 E. South Second Street, Seneca, SC 29678.

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

Section 1. **Appropriation.** Fifty-six thousand and 00/100 (\$56,000.00) Dollars of County LATCF Allotment is hereby appropriated and set aside for the Seneca Library ADA Ramp Project.

Section 2. **Expenditures.** The expenditure of funds appropriated out of County LATCF Allotment for the Seneca Library ADA Ramp Project is approved in an amount up to fifty-six thousand and 00/100 (\$56,000.00) Dollars subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County LATCF Allotment that has been actually received by the County and which has not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for the Seneca Library ADA Ramp Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Seneca Library ADA Ramp Project being deemed an impermissible use of the County LATCF Allotment, in whole or in part; or (4) for convenience.

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 not affect 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 from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

Signature page follows

ORDAINED in meeting, duly assembled, this 20th of February, 2024.

ATTEST:


Jennifer C. Adams
Clerk to Oconee County Council


Matthew Durham, Chairman
Oconee County Council

First Reading: January 16, 2024
Second Reading: February 6, 2024
Third Reading: February 20, 2024
Public Hearing: February 20, 2024

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

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 01/04/2024 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
01/04/2024



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

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
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions:

- June, July, August, and November 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 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 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 2024 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 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

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 pre-empted 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)

MARKETPLACE 864.973.6676 upstatetoday.com

Call by 3 p.m. Get your ad in the next day! 864-973-6676 Ask for Terrica Hours: 8 am - 5 pm Monday - Friday

Let's Celebrate! Anniversaries Birthdays Family Reunions Share the Joy! Call Terrica at 864-973-6676 for rates.

YARD SALE! YARD SALES: 2 Days - \$25.00 10 Line Limit Each additional day: \$5.00

Sell items under \$100 FREE* Call or Email Terrica To Place Your Ad Now! 864.973.6676 • tlyda@upstatetoday.com

NOTICES PUBLISHERS NOTICE This newspaper will not knowingly accept any false or misleading advertising...

ANNOUNCEMENTS DONATE YOUR CAR TO KIDS. Your donation helps fund the search for missing children.

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures.

Portable oxygen concentrator may be covered by medicare! Reclaim independence and mobility with the compact design and long-lasting battery of inogen one.

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty.

Replace your roof with the best looking and longest lasting material - steel from Erie Metal Roofs!

WANTED EMPLOYMENT Advertise Your Driver Jobs in 80 S.C. newspapers for only \$375.

PETS Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents.

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocaas@netmds.com

ADOPT A DOG! Save a Life! Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip.

ADOPT A CAT! Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes spay/neuter, vaccines, microchip.

ADOPT A CAT! Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes spay/neuter, vaccines, microchip.

ADOPT A CAT! Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes spay/neuter, vaccines, microchip.

MISCELLANEOUS FOR SALE ELIMINATE GUTTER CLEANING FOREVER! LeafFilter, the most advanced debris-blocking gutter protection.

WOOD HEAT. Easy to operate and maintain Central Boiler Certified Classic Edge Titanium HDX OUTDOOR WOOD FURNACE.

Prepare for power outages with Briggs & Stratton PowerProtect(TM) standby generators - the most powerful home standby generators available.

For Sale! *Reduced* 500 Gal. LP Tank Was \$1,500 Now \$1,000 Samsung Electric Range Stainless Steel Was \$350 Now \$250

MERCHANDISE UNDER \$100 For Sale! 2 5 Shelf Book Cases @ \$7 each or both \$10

Fold up high chair for large doll or small child \$10

AUCTIONS ADVERTISE YOUR AUCTION... in 80 S.C. newspapers for only \$375.

The following items will be sold for storage fees on Dec. 7th, 11 AM. At B&B Marine, 209 Allen St. Seneca SC, 29678.

Item #1 KIOTI Tractor with Bucket Item #2 Assorted Steel I beams Item #3 Javelin Boat, Ser. No. BNZ 39163J495 with trailer

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VACATION RESORT RENTAL ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE To more than 2.1 million South Carolina newspaper readers.

HOUSES FOR SALE PUBLISHERS NOTICE All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968.

AUTOS FOR SALE Excellent Car for Sale! 2014 Mercedes-Benz -E-Class -Low Mileage

LEGALS NOTICE TO CREDITORS OF ESTATES NOTICE TO CREDITORS OF ESTATES

ALL PERSONS HAVING CLAIMS AGAINST THE FOLLOWING ESTATES MUST FILE THEIR CLAIMS ON FORM #371ES WITHIN ONE (1) YEAR FROM DATE OF DEATH...

Address: POST OFFICE BOX 795 SENECA, SC 29679 Estate: GARVIN CLAYTON GREER Date of Death: 10/20/2024 Case Number: 2024ES3700745

NOTICE TO CREDITORS OF ESTATES NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County...

Address: 142 COUNTRY ACRES RD WALHALLA, SC 29691 Estate: CAROLYN LOUISE SIMPSON Date of Death: 10/1/2024

Estate: BETTY L. DEMAREST Date of Death: 9/4/2024 Case Number: 2024ES3700661 Personal Representative: LAURENCE FANTON FANTON

NOTICE TO CREDITORS OF ESTATES NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County...

SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death...

Address: 1036 JOE LEWIS ROAD SENECA, SC 29678 Estate: KENNETH WAYNE CARTER Date of Death: 2/27/2024

PUBLIC HEARING CANCELLATION The public hearing of ORDINANCE 2024-25 scheduled for 9 am on Friday, December 6, 2024 has been CANCELLED.

Aging in Place? Consider an AmeriGlide stair lift to keep you safe on your stairs. Benefits of an AmeriGlide stair lift: Eliminate the risk of falls. Enjoy a comfortable ride up and down all of your home.

THE JOURNAL You deliver. We deliver. CARRIERS NEEDED The Journal has excellent opportunities to EARN EXTRA MONEY! Deliver newspapers to homes in Oconee County and the Clemson area.

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

Nelson Mullins

IN RE: AD29069

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

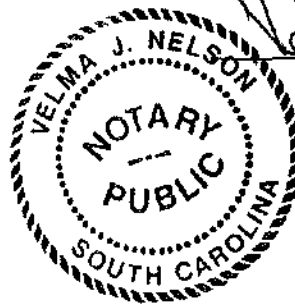
November 21, 2024

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
11/21/2024



Velma J. Nelson
Notary Public
State of South Carolina



Public Comment
SIGN IN SHEET
9:00 AM

December 06, 2024

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Catherine Oakes	Thanks to Julian Davis service
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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

December 06, 2024 ~ 9:00 a.m.

ORDINANCE 2024-24 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 MAYFLOWER, 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; DESIGNATING THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT RELATED TO THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MAYFLOWER; AND OTHER RELATED MATTERS.

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 #	ORD 2024-24
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