

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 21, 2025

ITEM TITLE:

Procurement #: ITB 25-05 **Title:** On-Call Grinding Services **Department:** Solid Waste **Amount:** Not to Exceed Approved
Ordinance 2025-01 Budget Amount(s)

FINANCIAL IMPACT:

There is no dollar amount associated with this approval at this time. Any future grinding services that exceed \$50,000 will be brought to Council for approval.

BACKGROUND DESCRIPTION:

This request is for On-Call Grinding Services at the Class Two (2) landfill. The current grinder, a 2008 Morbark 4600XL, has experienced multiple major breakdowns in recent years. Due to its age, replacement parts are difficult to source and often require 3–4 months for manufacturing and delivery.

During extended downtimes, brush and land clearing debris must be either stockpiled or placed in the landfill, placing considerable strain on landfill operations. The landfill receives approximately 8,000–12,000 tons of brush and land clearing debris annually, while the permitted brush pad capacity is limited to 1,000–1,200 tons at a time. Delays in grinding services risk exceeding permitted capacity limits, which may result in regulatory non-compliance and potential violations from the South Carolina Department of Environmental Services (SCDES).

To mitigate these risks, the County seeks to secure On-Call Grinding Services to maintain regulatory compliance and ensure uninterrupted operational efficiency during equipment outages or inclement weather events.

On October 7, 2025 formal sealed bids for On-Call Grinding Services were opening. Twelve (12) companies downloaded this bid opportunity. Seven (7) companies submitted bids, with Head-Lee Landscape Materials of Walhalla, SC submitting the lowest, responsive and responsible bid.

Fees are as follows:

- Scheduled Grinding Services \$800.00 per hour
- Emergency Grinding Services \$800.00 per hour

ATTACHMENT(S):

1. ITB 25-05 Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of ITB 25-05, On-Call Grinding Services for Solid Waste, to Head-Lee Landscape Materials of Walhalla, SC.
2. Authorize the County Administrator to execute the contract documents and to renew this contract for up to four (4) one-year renewals, providing the services provided are satisfactory.
3. Authorize the County Administrator to transfer funds to the appropriate line item(s).

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director **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.

Bid Tab
On-Call Grinding Services for Solid Waste

Tuesday, October 7, 2025
@ 2:00 PM

Proposer	CompostNow Inc.	Farmer's Mulch & Rock, Inc-Grinding Division	Andrew Head, Head-Lee Landscape Materials Inc.	New Century Construction, LLC	South East Mowing, LLC	State Tree Services, Inc.	Willimon Hauling Inc.
Location	Raleigh, NC 27603	Dobson, NC 27017	Walhalla, SC 29691	Seneca, SC 29678	Blountville, TN 37617	Sumter, SC 29153	Easley, SC 29642
Signed Bid Form	yes	yes	yes	yes	yes	yes	no
Addendum No. 1	yes	yes	yes	no	yes	yes	no
Hourly Rate	\$975.00	\$950.00	\$800.00	\$775.00	\$1,200.00	\$750.00	\$800.00
Emergency Rate	\$1,275.00	\$1,200.00	\$800.00	\$875.00	\$1,175.00	\$895.00	not submitted
Provide List of Equipment Equipment Requirements (min. 1,000 hp, brand, model, hp rating, tons/day, mulch output, grate size)	yes	yes	yes	no	no	yes	yes
Insurance	yes	no	yes	no	no	yes	no
Response Time	yes	no	yes	yes	yes	yes	no
Subcontractor	yes	yes	yes	yes	yes	yes	no
References	yes	yes	yes	yes	yes	yes	no
				Non- Responsive Did not provide required documents / information	Non- Responsive Did not provide required documents / information		Non- Responsive Did not provide required documents / information

Attended Bid Opening: In Person: Tronda Popham, Amber Turner, Andrew Head, Nichole Veasey
Via Zoom: None

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION 2025-12**

**A PROCLAMATION CELEBRATING THE 156th ANNIVERSARY
OF OCONEE COUNTY**

WHEREAS, Oconee County is located in the northwestern corner of South Carolina at the edge of the Blue Ridge Mountains; and takes its names from the Cherokee Village “Aconnee” meaning “land beside the water”, a reference to the many rivers running through the area. Oconee County is unique among SC counties in that it is named after a Cherokee Village and not named after its county seat; and

WHEREAS, Oconee County was formed in 1868 from Pickens District, and Walhalla became the county seat; and

WHEREAS, Oconee County includes five municipalities: Seneca, Westminster, Walhalla, Salem, and West Union; and

WHEREAS, Oconee County residents are blessed with historic and cultural heritage, a strong sense of patriotism, and community service history and these traditions remain strong and contribute to the vitality of the community; and

WHEREAS, Oconee County is further unique in that the rare wildflower, the Oconee Bell, was first recorded in the 1780’s by the French Botanist Andre Michaux when it was shown to him by his Cherokee guide. Oconee County is one of only seven counties in the country where the Oconee Bell can be found and 90% of that growth is in the Jocassee Gorges region; and

WHEREAS, Oconee County is blessed with abundant natural resources, breath taking scenery, county and state parks, trails to 29 waterfalls, two free flowing rivers and four man-made lakes that provide residents and visitors with recreational opportunities and hydroelectric power.

NOW, THEREFORE, we, the Oconee County Council would like to recognize and commemorate the 156th anniversary of Oconee County.

APPROVED AND ADOPTED this 21st day of October 2025.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham, Chairman of County Council
Oconee County, South Carolina

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-18**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

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

WHEREAS, as of September 23, 2003, the County as “Lessor” entered into a Lease Agreement with the United States of America / Department of Agriculture (“USDA”) as “Lessee” for improved real property located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as Exhibit A;

WHEREAS, the USDA requests an extension of the term of the Lease Agreement, and the County is willing to accommodate this request; and

WHEREAS, attached hereto as Exhibit B is an Amendment to the Lease Agreement (the “Amendment,”) which extends the lease term through December 31, 2029, with an annual rent of Thirty Thousand, Five Hundred, Thirty-Six and 00/100 (\$30,536.00) Dollars, payable in equal monthly installments of Two Thousand, Five Hundred, Forty-Four and 67/100 (\$2,544.67) Dollars.

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

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

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

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force 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 _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 16, 2025
Second Reading: October 07, 2025
Third Reading: October 21, 2025
Public Hearing: October 21, 2025

Exhibit A

See attached.

Exhibit B

See attached.

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
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3. THIS LEASE, made and entered into this day by and between Oconee County

whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :

One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

- f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

- g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

- h. The following changes were made in this lease prior to its execution:

Ocone County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE	DATE
	<i>Harry R. Hamilton</i>	11-21-03
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
J. Kenneth Rentiers, Jr., SED		
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE
Elizabeth D Blackwell, Acting CED	<i>Elizabeth D Blackwell</i>	11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301 B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script, reading "Brian K. Blount".

Brian K. Blount
County Executive Director
Enclosure
BKB:bb

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 6 TO LEASE NO. USDA Oconee County Service Center
ADDRESS OF PREMISES 301 W. SOUTH BROAD ST WALHALLA, SC 29691	GREX DELEGATION NO.: DSC04347-003

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S Pine St, Walhalla, SC 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 01/01/2025 as follows:

- A.** Sub-Paragraph "B" of Paragraph 4, of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 10/1/2003 through 12/31/2029, subject to termination and renewal rights as may be hereinafter set forth."

- B.** Rentable Square Footage (RSF) remains 1,388 and ANSI/BOMA Square Footage (ABOA) remains 1,388.

- C.** Sub-Paragraph "C" of Paragraph 4 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: Theresa Black

Title: Lease Contracting Officer

United States Department of Agriculture, USDA

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

rates:

	EFFECTIVE 01/01/2025
	ANNUAL RENT
SHELL RENT	\$ 16,656.00
OPERATING COSTS*	\$ 13,880.00
ANNUAL RENT	\$ 30,536.00

Annual Rental Rate (rounded) of \$22.00 per RSF reflects rental rate breakdown as follows:

Shell Rent \$12.00 per RSF (rounded)

Operating Costs \$10.00 per RSF (rounded)

- D.** The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.
- E.** The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
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FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (MAY 2025)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used;

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- (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
 - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
 - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

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(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

The attached representation is hereby attached to and incorporated into this Lease Amendment.

5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)

a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

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(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

LESSOR: _____ GOVERNMENT: _____

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-19**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND ULBRICH SPECIALTY WIRE PRODUCTS, LLC, ALSO KNOWN AS PROJECT JOSHUA TREE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND PROVIDING FOR OTHER RELATED MATTERS.

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

WHEREAS, the County entered into the “Ninth Amendment of Agreement for Development of Joint County Industrial/Business Park, dated as of November 18, 2013 (“MCIP Agreement”), by and between the County and Pickens County (“Park”), pursuant to which the property, as described on the attached Exhibit A (“Land”), was designated as being subject to the Park arrangement;

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

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

WHEREAS, Ulbrich Specialty Wire Products, LLC, also known as Project Joshua Tree, acting for itself and one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$5,000,000 in taxable property and the

creation of approximately 15 new, full-time equivalent jobs;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“SSRC Agreement”), which provides for SSRCs against Non-Negotiated FILOT payments payable by the Company under the agreement relating to the Park in two, separate and distinct SSRCs to the Company against FILOT payments, all subject to the Company meeting its obligations to the County, as set forth more fully in that certain special source revenue credit agreement between the County and the Company presented to this meeting (“SSRC Agreement”) and further subject to the requirements of the Special Source Act; and

WHEREAS, it appears that the SSRC Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the 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 Project and the Land is included within the Park, and the County intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each Partner County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of SSRC 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 a manufacturing facility in the State, the SSRC Agreement is authorized and approved. The form of the SSRC Agreement presented at this meeting, as attached as Exhibit B, is approved and all of the terms of the SSRC Agreement are incorporated in this Ordinance by reference as if the SSRC Agreement

was set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and to cause the executed SSRC Agreement to be delivered to the Company. The SSRC Agreement is 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 SSRC Agreement now before this meeting.

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

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

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

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

Passed and approved: October 21, 2025

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:	September 16, 2025
Second Reading:	October 7, 2025
Public Hearing:	October 21, 2025
Third Reading:	October 21, 2025

EXHIBIT A
DESCRIPTION OF ULBRICH SPECIALTY WIRE PRODUCTS, LLC
A/K/A PROJECT JOSHUA TREE PROPERTY

All that certain piece, parcel, or tract of land located at 692 Plant Road, Westminster, South Carolina, 29693,
TMS No. 220-00-02-007, consisting of approximately 17.66 acres.

EXHIBIT B
FORM OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT

[SEE ATTACHED]

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Agreement") is entered into as of October 21, 2025 ("Effective Date"), by and between Ulbrich Specialty Wire Products, LLC, a Connecticut limited liability company ("Company"), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina ("County").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended ("Code"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County ("Project"). The Company anticipates that the Project will result in an investment of approximately \$5,000,000 in taxable property and the creation of 15 new, full-time jobs in the County during the Investment Period (as defined below);

WHEREAS, the County and Pickens County, South Carolina have established a joint county industrial and business park ("Park"), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project has been included;

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance duly enacted by the County Council on October 21, 2025, following a public hearing conducted on October 21, 2025, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

ARTICLE I DEFINITIONS

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

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Administration 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 Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

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

“Company” shall mean Ulbrich Specialty Wire Products, LLC, a Connecticut limited liability company, and its successors and assigns as permitted herein.

“Cost” or *“Cost of the Infrastructure”* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“Fee Payments” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“Infrastructure” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure

serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

“Land” shall mean the real property in the County more specifically described on Exhibit A hereto.

“Multi-County Fee” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean the Ordinance enacted by the County Council of the County on October 21, 2025, authorizing the execution and delivery of this Agreement.

“Park” shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the Ninth Amendment of Agreement for Development of Joint County Industrial/Business Park, dated as of November 18, 2013, by and between the County and Pickens County, South Carolina, as from time to time amended.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall mean the Company’s acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“Special Source Revenue Credits” or *“Credits”* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“State” shall mean the State of South Carolina.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation

of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

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

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 2.02 Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company in good standing under the laws of the State of Connecticut, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

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

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

Section 2.03 Covenants of the County.

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

Section 2.04 Covenants of the Company.

(a) The Company shall use its commercially reasonable efforts to invest not less than \$5,000,000 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$7,500.00.

Section 2.05 Indemnification.

(a) Subject to the provisions of this Section 2.05, the Company 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 Company 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 Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the

Company 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 Company'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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company 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 Company 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 Company 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 Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (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; or (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.

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

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

Section 3.01 Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

Section 3.02 Special Source Revenue Credits. The County agrees to provide Special Source Revenue Credits in two parts, for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure during the Investment Period, as described below:

(a) The Part I Special Source Revenue Credit ("Part I SSRC") shall be the excess, if any, of the ad valorem taxes that would be due in the absence of this Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and the then-in-effect total millage rate for a twenty-year term.

(b) The Part II Special Source Revenue Credit ("Part II SSRC") shall be equal to:

(i) 65% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 1-9 of this Agreement; and

- (ii) 25% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 10-15 of the Agreement.

The Part II SSRC will be received by the Company at the aforementioned percentages during years 1-15 following the placement in service of the initial asset investment, which shall coincide with the first Fee Payment due to the County by the Company.

(c) To receive the Part I SSRC and the Part II SSRC, the Company must file a separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "OCONOEE COUNTY 2025 SSRC ASSETS," and a copy of the schedule should be provided to the County Administrator, County Auditor, and the County Treasurer, simultaneously with the deadline to file the PT-300 for each applicable year. Further, the Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certification") on or before each April 30 following the end of the 2025 property tax year.

(d) The County shall request the County Auditor to reflect the Part I SSRC and the Part II SSRC on each bill for Fee Payments sent to the Company by the County for each applicable property tax year, by reducing such Fee Payments otherwise due by the amount of the Part I SSRC and Part II SSRC to be provided to the Company for such property tax year.

(e) Failure timely to file the Certification shall not result in a forfeiture of the SSRC(s) for such year, but the County Auditor is not entitled to reflect the SSRC on the Fee Payment bill until the Certification is submitted by the Company, provided, however, failure to file the Certification on or before the close of the County's then-current fiscal year (which for the avoidance of doubt, shall be considered June 30 of the calendar year prior to the date on which the Fee Payment is due) shall result in the forfeiture of the SSRC(s) for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to allowing for the deduction of the amount of the SSRC(s) from the Fee Payment due by the Company on the Fee Payment bill. If the information contained on the Certification is correct, then the County shall authorize the County Auditor to deduct the SSRC(s) from the Fee Payment bill. In no event is the County required to deduct any SSRC(s) amount(s) from any Fee Payment bill while any of the Company's taxes or Fee Payments have been invoiced by the County but remain outstanding, including any taxes or Fee Payments that may have been protested by the Company.

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

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims

Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

Section 3.03 Repayment of Special Source Revenue Credits. If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$5,000,000 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$5,000,000.

If the Company fails to invest by the end of the Investment Period at least \$2,500,000 total in real or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then this Agreement shall terminate. In such event, the Company shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not subject to this Agreement, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be otherwise be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company has made with respect to the Project (such excess, a “Deficiency Amount”) for the period through and including the end of the Investment Period.

Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

Section 4.01 Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

Section 4.02 Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County’s obligations to provide the Special Source Revenue Credits to the Company’s successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01 Events of Default. Each of the following shall be an “Event of Default” under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company 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 Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, 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; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

Section 5.02 Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

Section 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 5.04 Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

Section 6.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

Section 6.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

Section 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Oconee County, South Carolina
Attention: County Administrator
415 South Pine Street

Walhalla, SC 29691

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

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

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

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

as to the Company:

Ulbrich Specialty Wire Products, LLC
Attention: Daniel Day
692 Plant Road
Westminster, SC 29693

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

Haynsworth Sinkler Boyd, P.A.
Attention: Will Johnson
P.O. Box 11889
Columbia, SC 29211

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 6.06 Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

Section 6.07 Execution. This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

Section 6.09 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 6.10 Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

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

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council 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

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

ULBRICH SPECIALTY WIRE PRODUCTS, LLC

By:_____

Name:_____

Its:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel, or tract of land located at 692 Plant Road, Westminster, South Carolina, 29693,
TMS No. 220-00-02-007, consisting of approximately 17.66 acres.

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of Ulbrich Specialty Wire Products, LLC, a Connecticut limited liability company ("Company"), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of October 21, 2025, between Oconee County, South Carolina, and the Company ("Agreement"), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20____ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning _____, 202[] (that is, the beginning date of the Investment Period) and ending December 31, 20____, is \$_____.

(3) The amount due and owing for the _____ tax year, as reflected on the County's Consolidated Tax Invoice, dated _____, _____, 20____, is \$_____ ("Invoiced Amount").

(4) If applicable, the credit calculation for the Part I SSRC for the _____ tax year is \$_____.

(5) The credit calculation for the Part II SSRC for the _____ tax year is \$_____ (which is [appropriate credit percentage for applicable year 1-15]% of the Invoiced Amount after the Part I SSRC has been applied).

(6) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: _____, _____, 20_____.

Name: _____

Its: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE September 16, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance between Project Joshua Tree and Oconee County to expand the project's manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Joshua Tree is a respected existing advanced manufacturing company that is considering Oconee County and another location for expansion of their operations. The project will primarily entail investment in new machinery and equipment with an expected total capital investment of \$5 million and the creation of 15 new jobs. While not included in the investment, the company is also considering a significant addition to their existing facility within the next several years. The Oconee Economic Alliance (OEA) has been working with the project since March 2025. The OEA has proposed the following property tax incentives for Project Joshua Tree should they expand in Oconee County:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the South Carolina 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC):
 - ✓ SSRC 1: Guarantees that South Carolina's 6% assessment rate for manufacturers will continue to be applied to the project's new investment for a period of 20-years.
 - ✓ SSRC 2: 15-Year credit that applies to the ad valorem taxes due and provides an annual credit of 65% for Years 1-9 and 25% for Years 10-15.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- Oconee County is competing for the expansion with another one of the company's locations.
- The company is considering a real property investment that could be within the next several years.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand their operations in the county.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate an estimated \$221,927 in property taxes over the first 10 years and \$508,621 over 20 years. The estimate includes the state reimbursement.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide the company with a property tax reduction of \$214,279 over the first 10 years and \$229,758 over 20 years.

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

Approved by: _____ Finance

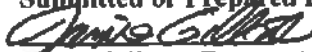
ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council approve the ordinance for Project Joshua Tree.

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 2025-20**

**AN ORDINANCE CLARIFYING, CONFIRMING, AND/OR
AUTHORIZING CERTAIN ACTS BY OCONEE COUNTY, SOUTH
CAROLINA IN RELATION TO THE DISTRIBUTION OF FEE-IN-
LIEU OF TAX REVENUE RECEIVED FROM THE JOINT COUNTY
INDUSTRIAL AND BUSINESS PARK WHEREIN PROPERTY OF
BORGWARNER PDS (USA), INC. IS LOCATED; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”) and Pickens County, South Carolina, as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the counties;

WHEREAS, as reflected in Oconee County Ordinance 2018-09 (“Ordinance 2018-09” copy attached), certain property (the “Property”) of BorgWarner PDS (USA), Inc. (the “Company”) is contained within a multi-county business park created by and among Oconee County and Pickens County, which is referred to as the “Oconee-Pickens MCIP” in Ordinance 2018-09;

WHEREAS, Ordinance 2018-09 also delineates a formula in relation to the distribution of revenue (“Fee Revenue”) from the Property, only, located in the Oconee-Pickens MCIP such that after payment of the partner county fee to Pickens County and school district-related bond millage for the subject year, sixty-six percent (66%) of the remaining Fee Revenue (“Remainder”) is to be distributed to the Economic Development Capital Project Fund of the County; with one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County; and with the rest of the Remainder to the General Fund of the County; and zero percent (0%) to all other political subdivisions in the County (“2018 Distribution Formula”); and

WHEREAS, a question has arisen with respect to whether all Fee Revenue from the Property is subject to the 2018 Distribution Formula, which the County hereby confirms as accurate.

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

Section 1. Application of 2018 Distribution Formula Confirmed. It is hereby confirmed that the following 2018 Distribution Formula applies to all Fee Revenue from all Property in the Oconee-Pickens MCIP:

After payment of the partner county fee to Pickens County and school district-related bond millage for the subject year, sixty-six percent (66%) of the remaining Fee Revenue (“Remainder”) is to be distributed to the Economic Development Capital Project Fund of the County; with one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County; and with the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County;

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is further authorized to negotiate and execute such other documents and instruments which may be necessary or incidental to carrying out the intended effect of this Ordinance.

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force 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 _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 16, 2025
Second Reading: October 07, 2025
Third Reading: October 21, 2025
Public Hearing: October 21, 2025

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 21, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance between Project Broadway and Oconee County to expand the project's operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Broadway is a respected existing business that is seeking to significantly expand their operations in Oconee County. The project would involve the purchase of approximately 8-acres of land at the Seneca Rail Park for the construction of a 50,000 square foot industrial building (expandable to 100,000 square feet) and investment in fabricating machinery. The project is expected to have a capital investment of \$7.24 million and create 38 new jobs. The Oconee Economic Alliance (OEA) has been working with the project since January 2025. The OEA has proposed the following land sale and property tax incentives for Project Broadway should they expand at Seneca Rail Park:

1. Purchase of of land at Seneca Rail Park at a cost of \$5,000/acre.
2. A 30-Year Fee-In-Lieu-of-Tax (FILOT) Agreement that will provide a 6% assessment on the company's new real and personal property with a fixed millage rate of 281 mills.
3. A 7-Year Special Source Revenue Credit (SSRC) that provides a 50% credit to the annual FILOT payments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- The company is a homegrown county business that has been here for over 50 years.
- Oconee County is competing for the expansion with a location west of the Mississippi River.
- The project will create a number of well-paying jobs that will add over \$1.55 million in new payroll.
- The project will be the first company to locate at the Seneca Rail Park since the property was purchased by Oconee County.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand their operations in the county.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate an estimated \$724,000 in property taxes over the first 10 years, \$1,793,891 over 20 years and \$2,863,574 over 30 years after the incentives are applied.
- The incentives result in an estimated property tax savings to the company of \$530,051 over the first 10 years, \$804,513 over 20 years and \$1,295,007 over 30 years or a 31% savings over the term of the agreement.

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

Approved by: _____ Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council approve the ordinance for Project Broadway.

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 2025-21

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 BROADWAY] ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND OTHER RELATED MATTERS.

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

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

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

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

WHEREAS, [Project Broadway] formerly known to the County as Project Broadway, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$7,244,500 in taxable property and the creation of approximately 38 new, full-time equivalent jobs;

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 (“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 7, 2025, 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 C, 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 and a fixed millage of 281 mills 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) a fifty percent (50%) SSRC with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the PSA, and the MCIP Agreement, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved: [], 2025

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 21, 2025
Second Reading:	November 18, 2025
Public Hearing:	December 02, 2025
Third Reading:	December 02, 2025

EXHIBIT A
DESCRIPTION OF PROJECT BROADWAY PROPERTY

[]

EXHIBIT B
FORM OF PURCHASE AND SALE AGREEMENT

[SEE ATTACHED]

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

[SEE ATTACHED]

EXHIBIT D
FORM OF MCIP AGREEMENT

[SEE ATTACHED]

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

Between

OCONEE COUNTY, SOUTH CAROLINA

and

[PROJECT BROADWAY]

Dated as of [], 2025

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

**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 (the “Fee Agreement”) is made and entered into as of [], 2025, by and between OCONEE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”) as the governing body of the County, and [PROJECT BROADWAY] (FORMERLY IDENTIFIED AS PROJECT BROADWAY), a [] organized and existing under the laws of the State of [] (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on the information provided to the County by the Company, the County finds 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 any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. Based solely on information provided to the County by the Company, the County has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council enacted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and sponsor affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Clawback Minimum Requirements” shall mean (a) an investment of at least \$7,244,500 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsors and (b) the creation of at least 38 new, full-time jobs by the Company.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date 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 Company enter into this Fee Agreement.

“Company” shall mean [Project Broadway] (formerly identified as Project Broadway) and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

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

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

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

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

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Commitment” shall mean, with respect to the Project, investment by the Company and any sponsor affiliates of at least \$7,244,500 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Jobs Achievement Percentage” shall equal the quotient of the maximum number of jobs created in the Investment period divided by thirty-eight (38).

“Jobs Commitment” shall mean the creation of at least thirty-eight (38) new, full-time jobs at the Project.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2025 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

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

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. Any Sponsor 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 Company and the Sponsor, and consented to by the County, as reflected by its execution of the Joinder Agreement.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

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

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state,

or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 **Representations, Warranties, and Agreements of the County.** The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates 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 and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based solely on representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

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

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 281 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2024, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County agrees to use its commercially reasonable 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 tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Sponsor.

Section 2.2 **Representations, Warranties, and Agreements of the Company.** The Company hereby represents, warrants, and agrees as follows:

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

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

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

(d) The Company'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 Company is now a party or by which it is bound.

(e) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company 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 Company may deem appropriate.

(f) 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 Company to undertake the Project in the County.

(g) The Company plans and intends to achieve its Investment Commitment and Jobs Commitment by the end of the Investment Period.

(h) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes, ends on [].

(i) The Company 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

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 **The Project.** The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period, subject to provisions of the Act, and Article V, hereof, and provided, however, the Company makes FILOT payments, as, if, and when due under the Act and this Fee Agreement. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

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

Section 3.3 Filings and Reports.

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

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor, the County Treasurer, and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and

otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2024, which is 281 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a seven-year, 50% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 50% of the FILOT revenues for the Project to offset the aggregate

Infrastructure costs incurred for the first seven FILOT Payments hereunder. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

To claim each Infrastructure Credit, 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 Infrastructure Credit, an Annual Infrastructure Credit Certificate, 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 Infrastructure Credit. Failure to timely file the Certification shall not result in a forfeiture of the Infrastructure Credit for such year, but the County will not deduct the Infrastructure Credit from the FILOT bill until the Certification is submitted by the Sponsor, provided, further, however, failure to file the Certification on or before the close of the County's then-current fiscal year shall result in the forfeiture of the Infrastructure Credit for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Infrastructure Credit 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 Infrastructure Credit amount from the FILOT bill. In no event is the County required to deduct any Infrastructure Credit 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 4.2 Failure to Achieve Act Minimum Investment Requirement; Failure to Achieve Clawback Minimum Requirements.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) If the Company fails to achieve the Clawback Minimum Requirements by the end of the Investment Period, the Infrastructure Credits shall be reduced retroactively and prospectively, as follows:

Reduction Factor = $100\% - \text{Overall Achievement Percentage}$

Overall Achievement Percentage = $(\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$

Investment Achievement Percentage = $\text{Maximum Capital Investment Achieved Within the Investment Period} / \$7,244,500$

Jobs Achievement Percentage = $\text{Maximum Jobs Created Within the Investment Period} / 38$

Repayment Amount = $\text{Infrastructure Credits Received} \times \text{Reduction Factor}$

The Company shall pay the Repayment Amount within 60 days after the deadline for filing property tax returns for the last year of the Investment Period. Any future Infrastructure Credits shall be reduced by the

Reduction Factor, provided that either the Company or the County may request a redetermination of the Reduction Factor for any future Infrastructure Credits in any property tax year based on the capital investment and jobs achieved as of the last day of the Company's applicable fiscal year, subject to the statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, and/or as otherwise allowed under the FILOT Act.

(c) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant, and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold, or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property 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; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement 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 Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as permitted by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) intentionally disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically permitted to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the provisions of law, the Company 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. In the event that the County intends to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such intention before making such disclosure, and reasonably to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, provided, however, a failure by the County to provide notice under this Section 4.9 does not constitute a default under this Fee Agreement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation.

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (the “Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the

fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be according to the typical fee arrangement with the County, not to exceed \$7,500, provided however, this limit does not apply to Section 4.14 or Section 5.5 of this Fee Agreement.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

Section 4.14 **Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Company 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 Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company 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 Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 4.14, the Company 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 Company'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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company 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 Company 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 Company does not elect to assume the defense of such claim pursuant to this Section 4.14, the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.14: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee

Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Fee Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.14 unless it provides the Company 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 Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.14 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 Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company 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.

ARTICLE V

DEFAULT

Section 5.1 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 Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

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

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the

default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

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

(i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor (which notice period shall not be applicable in the case of the failure to make any payments due under this Fee Agreement); or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

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

(i) bring an action for specific enforcement;

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

Section 5.3 Additional 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 5.4 Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Company 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 5.5 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 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:

IF TO THE COMPANY:

[Project Broadway]

Attn: []

[]

[]

WITH A COPY TO (which shall not constitute notice):

Haynsworth Sinkler Boyd, P.A.

Attn: Will Johnson

P.O. Box 11889

Columbia, SC 29211

IF TO THE COUNTY:

Oconee County, South Carolina

Attn: County Administrator

415 S. Pine Street

Walhalla, SC 29691

WITH A COPY TO (which shall not constitute notice):

King Kozlarek Root Law LLC

Attn: David A. Root

Post Office Box 565

Greenville, South Carolina 29602-0565

AND

King Kozlarek Root Law LLC

Attn: Michael E Kozlarek

Post Office Box 565

Greenville, South Carolina 29602-0565

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 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.

Section 6.5 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 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement, or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the inclusion of property under the terms of this Fee Agreement and the commensurate incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company the inducement as provided in this Fee Agreement to locate the Project in the County. In case a change in the Act or State laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or State laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war, or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control, provided, however, this Section 6.9 shall not apply to any payment(s) due by the Company to the County under this Fee Agreement.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with written notice of termination, and such termination shall be effective as of the date determined by the Company; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following the effective date of termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not

expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 State Law Considerations. The authorization, execution, and delivery of this Fee Agreement, and any obligations of the County under this Fee Agreement, are subject to any law that may relate to the FILOT Payments or Infrastructure Credit, 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.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY 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 the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**OCONEE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

[PROJECT BROADWAY]

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

[]

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective [], 2025 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and [Project Broadway] (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:

1. 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.

2. 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.

3. 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 original Sponsor in the Project in the County.

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

5. Request of Sponsor. The original Sponsor hereby requests and consents to the addition of [] as a “[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 6.1 of the Fee Agreement shall be sent to the [Sponsor] [Affiliate] at:

[_____]

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 BROADWAY]

By: _____

Its: _____

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

**[NAME OF ADDITIONAL
SPONSOR/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]

EXHIBIT C
FORM OF ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

Reference is hereby made to the Fee Agreement, effective [], 2025 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and [Project Broadway] (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 4.1 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim an Infrastructure Credit (“Credit”) 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, as follows: The Credit 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% Credit for years one (1) through seven (7).

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

3. The Sponsor is entitled to a Credit for this tax year, calculated as follows:

FILOT Payment x 50% (years 1 through 7) = \$_____

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

5. The Credit specified in this Certificate for the current property tax year, together with the amount of all Credits 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 a Credit is permitted under the Act.

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

[PROJECT BROADWAY]

Signature: _____

Name: _____

Title: _____

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

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of _____, 2025, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. [], enacted by Oconee County Council on [], 2025, and Ordinance No. [], enacted by Pickens County Council on [], 2025, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

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

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

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

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

3. Location of the Park.

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

the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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

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

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

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

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

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

A.	Oconee County	99%
----	---------------	-----

B. Pickens County 1%

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

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

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

7. Revenue Allocation within Each County.

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

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

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

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

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

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

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

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

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

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

16. Term; Termination. This Agreement shall extend for a term of 7 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Broadway], a [] [], to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and [Project Broadway], a [] [], dated as of [], 2025, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

[]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-22**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT JOE], ALSO KNOWN AS PROJECT JOE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND OTHER RELATED MATTERS.

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

WHEREAS, the County has entered into an agreement (“MCIP Agreement”) for the Development of a Joint County Industrial Park (Project []) by and between the County and Pickens County dated [] (“Park”) to which a portion of TMS No. [] (the “Original Land”) was added to the Park pursuant to Oconee County Ordinance [] and Pickens County Ordinance []; and

WHEREAS, the Original Land was subsequently subdivided and assigned TMS No. [] (the “Land”), as described on the attached Exhibit A;

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

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

WHEREAS, [Project Joe], also known as Project Joe, acting for itself and one or more current or future

affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$15,000,000 in taxable property and the creation of approximately 23 new, full-time equivalent jobs;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“SSRC Agreement”), which provides for SSRCs against Non-Negotiated FILOT Payments payable by the Company under the agreement relating to the Park in two parts: (1) the Part I SSRC shall be equal to the excess, if any, of the ad valorem taxes that would be due in the absence of the SSRC Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and an initial millage rate of 214.9 mills for a twenty-year term; and (2) a Part II SSRC equal to (i) 65% of each annual fee payment due (after the Part I SSRC is applied) for years 1-10 of the SSRC Agreement; and (ii) 25% of each annual fee payment due (after the Part I SSRC is applied) for years 11-15 of the SSRC Agreement; and

WHEREAS, it appears that the SSRC Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the 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 Project and the Land is included within the Park, and the County intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each Partner County shall

be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of SSRC 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 a manufacturing facility in the State, the SSRC Agreement is authorized and approved. The form of the SSRC Agreement presented at this meeting, as attached as Exhibit B, is approved and all of the terms of the SSRC Agreement are incorporated in this Ordinance by reference as if the SSRC Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and to cause the executed SSRC Agreement to be delivered to the Company. The SSRC Agreement is 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 SSRC Agreement now before this meeting.

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

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

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

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOWS]
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Passed and approved: [], 2025

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 21, 2025
Second Reading:	November 18, 2025
Public Hearing:	December 02, 2025
Third Reading:	December 02, 2025

EXHIBIT A
DESCRIPTION OF [PROJECT JOE],
A/K/A PROJECT JOE, PROPERTY

[]

EXHIBIT B
FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of [] [], 2025, by and between [Project Joe], a [] [] (“Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (“Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately \$15,000,000 in taxable property and the creation of 23 new, full-time jobs in the County during the Investment Period (as defined below);

WHEREAS, the County and Pickens County, South Carolina have established a joint county industrial and business park (“Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project has been included;

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance duly enacted by the County Council on [] [], 2025, following a public hearing conducted on [] [], 2025, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

ARTICLE I DEFINITIONS

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

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

“Administration 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 Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

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

“Company” shall mean [Project Joe], a [] [], and its successors and assigns as permitted herein.

“Cost” or *“Cost of the Infrastructure”* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*Fee Payments*” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Investment Period*” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

“*Land*” shall mean the real property in the County more specifically described on Exhibit A hereto.

“*Multi-County Fee*” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“*Net Fee Payments*” shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

“*Ordinance*” shall mean the Ordinance enacted by the County Council of the County on [] [], 2025, authorizing the execution and delivery of this Agreement.

“*Park*” shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project []), dated on or about [] [], 202[], by and between the County and Pickens County, South Carolina, as from time to time amended.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall mean the Company’s acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“*Special Source Revenue Credits*” or “*Credits*” shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“*State*” shall mean the State of South Carolina.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions

contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

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

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 2.02 Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [] in good standing under the laws of the State of [], has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property

or assets of the Company, other than as may be created or permitted by this Agreement.

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

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

Section 2.03 Covenants of the County.

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

Section 2.04 Covenants of the Company.

(a) The Company shall use its commercially reasonable efforts to invest not less than \$15,000,000 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting

payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$7,500.00.

Section 2.05 Indemnification.

(a) Subject to the provisions of this Section 2.05, the Company 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 Company 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 Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company 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 Company'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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company 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 Company 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 Company 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 Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (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; or (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.

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

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III
SPECIAL SOURCE REVENUE CREDITS

Section 3.01 Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

Section 3.02 Special Source Revenue Credits. The County agrees to provide Special Source Revenue Credits in two parts, for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure during the Investment Period, as described below:

(a) The Part I Special Source Revenue Credit ("Part I SSRC") shall be the excess, if any, of the ad valorem taxes that would be due in the absence of this Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and the then-in-effect total millage rate of 214.9 mills for a twenty-year term.

(b) The Part II Special Source Revenue Credit ("Part II SSRC") shall be equal to:

(i) 65% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 1-10 of this Agreement; and

(ii) 25% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 11-15 of the Agreement.

The Part II SSRC will be received by the Company at the aforementioned percentages during years 1-15 following the placement in service of the initial asset investment, which shall coincide with the first Fee Payment due to the County by the Company.

(c) To receive the Part I SSRC and the Part II SSRC, the Company must file a separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "OCONOEE COUNTY 2025 SSRC ASSETS," and a copy of the schedule should be provided to the County Administrator, County Auditor, and the County Treasurer, simultaneously with the deadline to file the PT-300 for each applicable year. Further, the Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certification") on or before each April 30 following the end of the 2025 property tax year.

(d) The County shall request the County Auditor to reflect the Part I SSRC and the Part II SSRC on each bill for Fee Payments sent to the Company by the County for each applicable property tax year, by reducing such Fee Payments otherwise due by the amount of the Part I SSRC and Part II SSRC to be provided to the Company for such property tax year.

(e) Failure timely to file the Certification shall not result in a forfeiture of the SSRC(s) for such year, but the County Auditor is not entitled to reflect the SSRC on the Fee Payment bill until the Certification is submitted by the Company, provided, however, failure to file the Certification on or before the close of the County's then-current fiscal year (which for the avoidance of doubt, shall be considered June 30 of the calendar year prior to the date on which the

Fee Payment is due) shall result in the forfeiture of the SSRC(s) for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to allowing for the deduction of the amount of the SSRC(s) from the Fee Payment due by the Company on the Fee Payment bill. If the information contained on the Certification is correct, then the County shall authorize the County Auditor to deduct the SSRC(s) from the Fee Payment bill. In no event is the County required to deduct any SSRC(s) amount(s) from any Fee Payment bill while any of the Company's taxes or Fee Payments have been invoiced by the County but remain outstanding, including any taxes or Fee Payments that may have been protested by the Company.

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

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

Section 3.03 Repayment of Special Source Revenue Credits. If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$15,000,000 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$15,000,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT;

TITLE TO INFRASTRUCTURE

Section 4.01 Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

Section 4.02 Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01 Events of Default. Each of the following shall be an "Event of Default" under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company 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 Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the

County specifying such failure and requesting that it be remedied, unless the County, as the case may be, 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; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

Section 5.02 Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

Section 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 5.04 Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

Section 6.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

Section 6.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for

any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

Section 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

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

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

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

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

David Root, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

[], []
Attention: []
[]
[]

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

Haynsworth Sinkler Boyd, P.A.
Attention: Will Johnson
P.O. Box 11889
Columbia, SC 29211

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 6.06 Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

Section 6.07 Execution. This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

Section 6.09 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 6.10 Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

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

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council 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

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

[PROJECT JOE]

By:_____

Name:_____

Its:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[]

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of [], [] (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of [] [], 2025, between Oconee County, South Carolina, and the Company (“Agreement”), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20_____ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning _____, 202[] (that is, the beginning date of the Investment Period) and ending December 31, 20_____, is \$_____.

(3) The amount due and owing for the _____ tax year, as reflected on the County’s Consolidated Tax Invoice, dated _____, _____, 20____, is \$_____ (“Invoiced Amount”).

(4) If applicable, the credit calculation for the Part I SSRC for the _____ tax year is \$_____.

(5) The credit calculation for the Part II SSRC for the _____ tax year is \$_____ (which is [appropriate credit percentage for applicable year 1-15]% of the Invoiced Amount after the Part I SSRC has been applied).

(6) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: _____, _____, 20_____.

Name: _____

Its: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 21, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance between Project Joe and Oconee County to expand the project's manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Joe is a worldwide, advanced manufacturing company based in the U.S. that is considering expanding their Oconee County location. The \$15 million project would include a significant addition to the company's existing building and the purchase/installation of new machinery. The expansion is expected to result in 23 new jobs at the facility. The Oconee Economic Alliance (OEA) has been working with the Project Joe since February 2025 and has proposed the following property tax incentives for the project should the expansion occur in Oconee County:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the South Carolina 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC):
 - ✓ SSRC 1: Guarantees that South Carolina's 6% assessment rate for manufacturers will continue to be applied to the project's new investment for a period of 20-years.
 - ✓ SSRC 2: 15-Year credit that applies to the ad valorem taxes due and provides an annual credit of 65% for Years 1-10 and 25% for Years 11-15.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- Oconee County is one of several U.S. manufacturing locations for the company but they are seeking to make the investment in our community.
- The company is well established and respected company.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand in the county.

FINANCIAL IMPACT [Brief Statement]:

- After incentives, the project is expected to generate an estimated \$1,901,198 in property taxes over the first 10 years and \$4,642,116 over 20 years. The estimates include the state reimbursement for the reduced assessment rate.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide the company with a property tax reduction of \$1,112,744 over the first 10 years and \$1,315,203 over 20 years.

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

Approved by: _____ Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council approve the ordinance for Project Joe.

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 2025-23**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY LOCATED AT 150 SCHOOL HOUSE ROAD, WESTMINSTER, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 300-00-02-031; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at 150 School House Road, Westminster, South Carolina (“County Property”);

WHEREAS, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not

affect the remaining terms and provisions of this Ordinance.

5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

EXHIBIT A

[*Attached*]

EXAMPLE

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF WHERE PROPERTY IS }

Map No. _____
Tax Map MAP/PARCEL NUMBER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) _____
NAME EXACTLY AS APPEARS ON DEED

and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing HOW MANY acres, more or less, on Road(s) PHYSICAL ADDRESS OF PROPERTY, situated about HOW MANY miles in the DIRECTION direction from the town of NEAREST TOWN, and being bounded by lands of NAME OF PROPERTY BORDER, NAME OF PROPERTY BORDER, and _____.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: _____

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

Rev. 03/22/2022

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20_____.

Signed, sealed, and delivered in the presence of:

> WITNESS SIGNATURE
Witness Signature

> PRINT WITNESS SIGNATURE
Print Witness Name

* NOTARY SIGNATURE
Notary Signature

* PRINT NOTARY SIGNATURE
Print Notary Name

X SIGN AS LISTED ON DEED _____ (L.S.)
Grantor

X PRINT AS LISTED ON DEED _____
Print Name

X SIGN AS LISTED ON DEED _____ (L.S.)
Grantor

X PRINT AS LISTED ON DEED _____
Print Name

STATE OF IN WHICH NOTORIZED }
COUNTY OF IN WHICH NOTORIZED }

PROBATE

PERSONALLY appeared before me > WITNESS SIGNATURE _____ and made oath that (s)he was present and saw the within named X ALL NAMES LISTED ON DEED _____

SIGN, SEAL AND as HIS/HER/THEIR ACT AND DEED deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with * NOTARY SIGNATURE _____ witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED }

before me this _____ day of }

* _____, 20_____. }

> WITNESS SIGNATURE _____
Witness Signature

* NOTARY SIGNATURE _____ (L.S.)
Notary Public for STATE OF NOTARY
My Commission Expires: _____

PRINT NOTARY NAME

* _____

AND

* NOTARY SEAL

> 1 WITNESS SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

* 1 NOTARY SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

****THE NOTARY AND WITNESS CANNOT BE THE SAME PERSON****

IF NOTARY IS NOT FROM STATE OF SC, MARK THROUGH "STATE OF SC" AND WRITE THE CORRECT STATE ABOVE

IF ANY ERROR IS MADE, MARK THROUGH THE ERROR AND WRITE THE CORRECTION ABOVE. THIS IS A LEGAL DOCUMENT AND CANNOT BE ACCEPTED IF "WHITE OUT" IS USED.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-24**

AN ORDINANCE FORMALLY REPEALING ARTICLE IV (SEE ORDINANCE 1995-07) AND ARTICLE V (SEE ORDINANCE 1989-06) OF CHAPTER 34 (“UTILITIES”) OF THE OCONEE COUNTY CODE OF ORDINANCES, AS RELATES TO SEWER REGULATIONS OF THE FORMER OCONEE COUNTY SEWER COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Oconee County Council adopted Ordinances 1995-07 and 1989-06, which are codified in the Oconee County Code of Ordinances at Chapter 34, Articles IV and V respectively (hereinafter “Articles IV and V”);

WHEREAS, Articles IV and V relate to operations of the former Oconee County Sewer Commission, which is no longer an operational entity; and

WHEREAS, the provisions of Articles IV and V are consequently not relevant to County operations.

NOW, THEREFORE, be it ordained, by County Council, in meeting duly assembled, that Article IV (Ord No. 1995-07) and Article V (Ord No. 1989-06) of Chapter 34 (“Utilities”) of the Oconee County Code of Ordinances, as relates to sewer regulations of the former Oconee County Sewer Commission are hereby repealed.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2025-05**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THAT CERTAIN AGREEMENT BETWEEN OCONEE COUNTY / THE OCONEE COUNTY SHERIFF AND THE OCONEE COUNTY HUMANE SOCIETY, INC. REGARDING OPERATIONS AT THE OCONEE COUNTY ANIMAL SHELTER, IN ORDER TO EXTEND THE TERM OF THE AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, the Oconee County Sheriff (“Sheriff”) and the Oconee County Humane Society, Inc. (“Humane Society”), a South Carolina non-profit organization having its principal place of business in Oconee County, South Carolina, entered into an agreement on July 27, 2007 (“2007 Agreement”) regarding certain aspects of operations at the Oconee County Animal Shelter (“Animal Shelter”);

WHEREAS, Oconee County (“County”), the Sheriff, and the Humane Society found it beneficial to all parties to amend the 2007 Agreement by way of a revised agreement relating to the conduct of mutual operations at the Animal Shelter, dated September 1, 2015 (“2015 Agreement”), a copy of which is attached hereto as Exhibit A.

WHEREAS, the Humane Society and the County entered into a Modification / Amendment of Lease Agreement, dated April 1, 2008, pursuant to which the Humane Society leased to the County that certain property (upon which the Animal Shelter is now located) for a period of ninety-nine (99) years; and

WHEREAS, County, the Sheriff, and the Humane Society now find it beneficial to extend the term of the 2015 Agreement to March 31, 2026, as reflected on the Addendum attached hereto as Exhibit B.

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

1. Oconee County, acting by and through the Oconee County Council, hereby approves the Addendum.
2. The Oconee County Administrator is authorized to execute and deliver the Addendum, in substantially the same form as attached hereto, on behalf of Oconee County and may take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise

unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

RESOLVED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

STATE OF SOUTH CAROLINA)
)
OCONEE COUNTY) **ADDENDUM TO AGREEMENT**

THIS ADDENDUM is made and entered into this ____ day of _____, 2025.

WHEREAS, the Oconee County Sheriff (“**Sheriff**”) and the Oconee County Humane Society, Inc. (“**Humane Society**”) entered into an agreement on July 27, 2007 (“**2007 Agreement**”) regarding certain aspects of operations at the Oconee County Animal Shelter (“**Animal Shelter**”);

WHEREAS, the Humane Society and Oconee County (“**County**”) entered into a Modification / Amendment of Lease Agreement, dated April 1, 2008, pursuant to which the Humane Society leased to the County that certain property (upon which the Animal Shelter is now located) for a period of ninety-nine (99) years;

WHEREAS, County, the Sheriff, and the Humane Society (collectively, the “**Parties**”) found it beneficial to amend the 2007 Agreement by way of a revised agreement relating to the conduct of mutual operations at the Animal Shelter, dated September 1, 2015 (“**2015 Agreement**”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Parties now find it beneficial to extend the term of the 2015 Agreement to March 31, 2026.

NOW, THEREFORE, the Parties agree as follows:

1. The Term of the 2015 Agreement is hereby extended to March 31, 2026.
2. The Parties do hereby ratify and confirm the 2015 Agreement as amended hereby. This addendum may be executed in one or more counterparts which, taken together, shall constitute one (1) instrument; but in making proof of this addendum, it shall not be necessary to produce or account for more than one such counterpart. In the event any provision in this addendum conflicts with any provision of the 2015 Agreement, this addendum shall control.

SIGNATURES ON FOLLOWING PAGE

OCONEE COUNTY HUMANE SOCIETY, INC.

By: _____

Its: _____

OCONEE COUNTY, SOUTH CAROLINA

By: _____

The Oconee County Administrator

OCONEE COUNTY SHERIFF

By: _____

The Oconee County Sheriff

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AGREEMENT

WHEREAS, the OCONEE COUNTY SHERIFF ("SHERIFF") and the OCONEE COUNTY HUMANE SOCIETY, INC. ("HUMANE SOCIETY"), a SOUTH CAROLINA non-profit organization having its principal place of business in Oconee County, South Carolina entered into an agreement on July 27, 2007 (the "2007 Agreement"), regarding certain aspects of operations at the Oconee County Animal Shelter ("Animal Shelter");

And WHEREAS, the HUMANE SOCIETY and OCONEE COUNTY, SOUTH CAROLINA a body politic and corporate and a political subdivision of the State of South Carolina (the "State") entered into a MODIFICATION/AMENDMENT OF LEASE AGREEMENT dated April 1, 2008 ("MODIFICATION/AMENDMENT OF LEASE AGREEMENT") pursuant to which the HUMANE SOCIETY leased that certain property as described in Deed Book 1670 at page 335 of the records of Oconee County, South Carolina to OCONEE COUNTY for ninety-nine (99) years;

And WHEREAS, as part of consideration of the MODIFICATION/AMENDMENT OF LEASE AGREEMENT, OCONEE COUNTY agreed to construct an animal shelter on the premises for the use of OCONEE COUNTY in its animal control operations and for use by the HUMANE SOCIETY as an Adoption Center, which animal shelter has been constructed and is in use at the time of making this Agreement;

And WHEREAS, the HUMANE SOCIETY and OCONEE COUNTY partnered together in January 2011 for OCONEE COUNTY to fund and the HUMANE SOCIETY to administer, a Low-Income Spay/Neuter Program ("SNAC") to reduce Animal Shelter intake and euthanasia rates at the Animal Shelter;

And WHEREAS, OCONEE COUNTY, the SHERIFF, and the HUMANE SOCIETY have found it beneficial to all parties to revise the 2007 Agreement;

NOW THEREFORE, OCONEE COUNTY, the SHERIFF, and the HUMANE SOCIETY agree, for the mutual consideration stated herein, as follows:

1. DEFINITIONS:

A. As used in this Agreement, the terms "Adoption Side" and "A Side" mean that portion of the Animal Shelter where the animals available for adoption are housed.

B. As used in this Agreement, the term "Adoption Center" means that portion of the Animal Shelter used by the HUMANE SOCIETY for the adoption of animals to the public, the selling of Low Income Spay/Neuter Certificates ("SNAC") and Spay/Neuter Program ("SNAP") Certificates, and as administrative offices.

C. As used in this Agreement, the terms "B Side" or "Animal Control" side mean that portion of the Animal Shelter where animals are received, evaluated, and held until a disposition is made regarding animal outcome.

D. As used in this Agreement, the term "Animal Control" means Oconee County Animal Control which acts as the County's and SHERIFF's designee in operating B Side of the Animal Shelter.

E. As used in this Agreement, the term "Shelter Committee" means the committee comprised of representatives of the COUNTY, the SHERIFF, Animal Control, and the HUMANE SOCIETY.

2. SCOPE OF RESPONSIBILITIES (HUMANE SOCIETY): The HUMANE SOCIETY agrees to undertake the following responsibilities on the Adoption Side of the Animal Shelter:

A. To provide adoption services for animals available for adoption at no cost to Oconee County. The Humane Society will provide adoption screening, complete paperwork, collect adoption fees set by OCONEE COUNTY and turn over the paperwork and adoption fees to Animal Control, for Oconee County.

B. To maintain a website to advertise animals for adoption.

C. To sell Spay/Neuter Certificates (SNAP) as long as the HUMANE SOCIETY operates its Spay/Neuter Program (SNAP).

D. To sell Low Income Spay/Neuter Certificates (SNAC) as long as funding from OCONEE COUNTY is available for this program.

E. To maintain regular hours of operation to the public as long as the HUMANE SOCIETY has volunteers and staffing to do so. If the volunteers are unavailable, the County has the right to close the shelter until volunteer staffing is available.

F. To develop and maintain written policies and procedures for the Adoption Side that reflect established standards of care for animal shelters, including but not limited to, rejecting certain animals from the B Side the HUMANE SOCIETY feels are not suitable for adoption and setting a maximum number of animals accepted on the Adoption Side at any given time.

G. To request approval from the County and the Sheriff for any physical improvements, additions, or renovations to the Adoption Side that the HUMANE SOCIETY plans to undertake at its expense.

H. To share with Animal Control any web-based Animal Management System that the HUMANE SOCIETY currently in place. The HUMANE SOCIETY and ANIMAL CONTROL shall each have no more than two (2) administrators for the Animal Management System.

I. To restrict unauthorized persons from accessing the B Side, via the A Side.

J. To participate in and use the Shelter Committee to resolve policy and operational issues involving the A side.

3. SCOPE OF RESPONSIBILITIES (SHERIFF): The SHERIFF and his designees, including but not limited to Animal Control, agree to undertake the following responsibilities:

A. To house, feed, and provide medical care, including but not limited to vaccinations, intestinal worming, testing, preventative care, and transportation to participating veterinarians for all adoptable animals.

B. To provide at the time of transfer to the Adoption Side completed paperwork and documentation of medical care for all animals transferred to the Adoption Side.

C. To treat adoptable animals with flea medications when funds are available to cover the cost of such medications and to document such treatment when administered.

D. To provide adoption services and to sell Spay/Neuter Certificates (SNAP) and Low Income Spay/Neuter Certificates (SNAC) at such times when the HUMANE SOCIETY is unable to staff the Adoption Center during its regular hours of operation.

E. To develop and maintain written policies and procedures for the B Side which reflect established standards of care for animal shelters, including but not limited to, specific screening protocols at intake to protect the health of other animals in the Animal Shelter, length of stay guidelines, sanitation and disease control and preventative care.

F. To share with the HUMANE SOCIETY any Animal Management system that Animal Control has in place. The HUMANE SOCIETY and Animal Control shall each have no more than two (2) administrators for the Animal Management System.

G. To participate in and use the Shelter Committee meetings to resolve policy and operational issues involving the B side of the shelter.

4. REPRESENTATIONS OF HUMANE SOCIETY: In agreeing to undertake the responsibilities set forth in this Agreement, the HUMANE SOCIETY makes the following representations to OCONEE COUNTY and the SHERIFF:

A. The HUMANE SOCIETY is a properly constituted eleemosynary corporation operating under the laws of the State of South Carolina.

B. The HUMANE SOCIETY has undertaken all corporate action necessary to approve this Agreement and the officers signing on its behalf have the requisite corporate authority to do so and its Board of Directors has approved this Agreement.

C. The HUMANE SOCIETY will undertake its responsibilities with due diligence and in the service of the public interest and welfare of the residents of the County of Oconee; provided that in the event of a national disaster, loss of employees or volunteers, services may be temporarily suspended pending replacement of personnel, repair, or construction.

D. The HUMANE SOCIETY will maintain regular office hours at the Adoption Center for the transaction of business in connection with its responsibilities hereunder.

E. The HUMANE SOCIETY will provide all reasonable cooperation with Animal Control and respect all rules, regulations, ordinances, hours, and procedures of Animal Control and the Animal Shelter. No officer, member, employee, or volunteer shall interfere with the operation of business at the Animal Shelter.

5. REPRESENTATIONS OF OCONEE COUNTY and the SHERIFF: In consideration of the HUMANE SOCIETY's agreement to undertake the responsibilities provided in this Agreement, the SHERIFF and OCONEE COUNTY, acting by and through the Oconee County Administrator, represent the following to the HUMANE SOCIETY:

A. The SHERIFF and OCONEE COUNTY have full authority to enter into this Agreement and to delegate the authority and responsibilities provided to the HUMANE SOCIETY and agree that the HUMANE SOCIETY undertake such responsibilities on their behalf.

B. The SHERIFF and OCONEE COUNTY and their designee will allow a designated Humane Society representative access to Animal Shelter kennels for purposes of adoption of animals from the Animal Shelter.

6. TERM: The initial term of this Agreement shall be for a period of five (5) years. The parties agree that this Agreement shall be automatically renewed for a five (5) year period after the initial term has been completed unless any party does not desire to continue operation under this agreement after the initial term. Any party may terminate this Agreement upon a 90-day written notice to the others.

7. BOOKS AND RECORDS: The HUMANE SOCIETY agrees to maintain data with respect to adoptions and to have them available for inspection by the SHERIFF and OCONEE COUNTY during normal working hours. The SHERIFF and OCONEE COUNTY and their designee agree to provide the same to the HUMANE SOCIETY for adoptable animals.

8. SCOPE OF AUTHORITY: The HUMANE SOCIETY agrees to assume the obligation of supervising its volunteers, employees, officers and agents in the performance of the responsibilities of the HUMANE SOCIETY. The SHERIFF and OCONEE COUNTY agree that, so long as the HUMANE SOCIETY is undertaking the responsibilities set forth herein, it has the authority to do so. In all respects the HUMANE SOCIETY is an independent contractor in performing the activities under this Agreement and is not controlled by the SHERIFF or OCONEE COUNTY, nor acting in any way as an agent, employee, or servant of the SHERIFF or OCONEE COUNTY.

9. ADOPTION FEES: The HUMANE SOCIETY agrees to collect adoption fees for animals adopted on the Adoption Side or for Animal Shelter animals that are adopted at off-site adoption events. The collection of fees will not make the HUMANE SOCIETY an agent of OCONEE COUNTY, the SHERIFF, or the Oconee County Animal Shelter or in any way alter the independent status of the Adoption Center.

10. HOLD HARMLESS: The HUMANE SOCIETY will hold harmless, indemnify, and defend Oconee County, the SHERIFF, and Oconee County Animal Shelter from any negligence, misrepresentations, or other actions by the HUMANE SOCIETY's employees, volunteers, agents or servants giving rise to claims, actions, or causes of actions.

11. MODIFICATION: This Agreement cannot be modified except by written instrument signed by all parties.

12. MISCELLANEOUS: This Agreement shall not be assignable by the HUMANE SOCIETY without the prior written consent of OCONEE COUNTY and the SHERIFF.

Except as herein provided, this Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

IN WITNESS WHEREOF; the parties have each caused this Agreement to be executed by its duly authorized officers and officials this the 1st day of Sept 2015.

OCONEE COUNTY:

BY: [Signature]
TITLE: County Council Chairman

Witness: [Signature]

Witness: [Signature]

OCONEE COUNTY SHERIFF:

BY: [Signature]
TITLE: OCONEE COUNTY SHERIFF

Witness: [Signature]

Witness: [Signature]

OCONEE COUNTY HUMANE SOCIETY:

BY: [Signature]
TITLE: PRESIDENT - OCONEE HUMANE SOCIETY

Witness: [Signature]

Witness: [Signature]

CLASSIFIEDS

herein; Any unknown adults, any unknown infants or persons under a disability being a class designated as John Doe, and any persons in the military service of the United States of America being a class designated as Richard Roe; Dilsey M Nichols a/k/a Dilsey Thomas Nichols; Stephanie Harris; Veronica Boyd; Cassandra Nichols; Willie O Nichols, III the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder: Legal Description and Property Address: All that certain piece, parcel or lot of land situate, lying and bein in Foxwood Hills Subdivision (previously known as Mountain Bay Estates) Oconee County, South Carolina, and shown and designated as Lot # 199 Section Hatteras on a plat recoded in Plat Book 42 at Page 71 in the Office of the Clerk of Court for Oconee County, South Carolina. For a more detailed description as to the courses, metes and bounds reference is made to said plat of record.

This conveyance is subject to any and all easements, restrictions, covenants and conditions, right of way, zoning rules and laws and regulations, and of which may be found on the premises or of record in the Office of the Register of Deeds for Oconee County, South Carolina.

This being the same property conveyed to Willie O. Nichols, Jr. and Dilsey M. Nichols by Warranty Deed of Foxwood Corporation dated September 10, 1979 and recorded October 24, 1979 in Volume 13-Q at Page 36 in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 199 Section Hatteras I, Foxwood Hills Westminster, SC 29693 TMS# 306-01-03-012

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00155
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. Adam Lynn Jones I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address: All that certain piece, parcel or lot of land situate, lying and being in Foxwood Hills Subdivision (previously known as Mountain Bay Estates) Oconee County, South Carolina and shown and designated as Lot No. 120, Section Hatteras 1, on a plat recorded in Plat Book P-42, Page 71, records of Oconee County, South Carolina. Being the same property conveyed to Adam Lynn Jones by Deed of Steven C. Reed dated January 11, 2022 and recorded January 12, 2022 in Book 2768 at Page 288, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 120 Section Hatteras I, Foxwood Hills Westminster, SC 29693 TMS# 306-01-02-018

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence

of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00160
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. David S. Jones a/k/a David Scott Jones and if David S. Jones a/k/a David Scott Jones be deceased then any child and heir at law to the Estate of David S. Jones a/k/a David Scott Jones distributes and devisees at law to the Estate of David S. Jones a/k/a David Scott Jones and if any of the same be dead any and all persons entitled to claim under or through them also all other persons unknown claiming any right, title, interest or lien upon the real estate described in the complaint herein; Any unknown adults, any unknown infants or persons under a disability being a class designated as John Doe, and any persons in the military service of the United States of America being a class designated as Richard Roe; Brandon Housworth Jones, Individually and as Personal Representative of the Estate of David S. Jones aka David Scott Jones; Kristina Kryak I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address: All that certain piece, parcel or tract of land situated, lying and being in Oconee County, SC, and shown and designated as Lt 171, Section Hatteras 1, of Foxwood Hills Subdivision (previously known as Mountain Bay Estates) in Plat Book Number 42, Page 71 in the Office of Clerk of Court for Oconee County, SC, for a more detailed description as to the courses, metes and bounds reference is made to said plat of record, this conveyance is made subject to all restriction and easements of record in the Office of the Clerk of Court of Oconee County. This conveyance is subject to any and all easements, restrictions, covenants and conditions, right of way, zoning rules and laws and regulations, and of which may be found on the premises or of record in the Office of the Register of Deeds for Oconee County, South Carolina. This being the same property conveyed to David S. Jones by Quit Claim Deed of LTJ Enterprises, a South Carolina limited liability company, Debbie W. Irby, Joshua Travis Irby and Jessica Leigh Irby aka Jessica Irby Chavez dated October 2, 2020 and recorded October 14, 2020 in Book 2616 at Page 112, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 171 Section Hatteras I, Foxwood Hills Westminster, SC 29693

TMS# 306-01-04-011

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null,

void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00191
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. Eurice H Hutchins a/k/a Eurice R Hutchins; Delois Hutchins I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder: Legal Description and Property Address: All that certain, piece, parcel or lot of land situated, lying and being in Foxwood Hills Subdivision (previously known as Mountain Bay Estates) Oconee County, South Carolina, and shown and designated as Lot # 15 Section Hatteras on a plat recorded in Plat Book 42 at Page 71 in the Office of the Clerk of Court for Oconee County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises described above belonging or in anywise incident or appertaining. BEING the same property conveyed to Eurice R. Hutchins and Delois Hutchins by Warranty Deed of Foxwood Corporation dated February 21, 1979 and recorded March 9, 1979 in Book 13-I at Page 334, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 15 Section Hatteras I, Foxwood Hills Westminster, SC 29693 TMS# 306-01-06-009

TERMS OF SALE: For cash. Interest at the current rate of 1.00% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence

of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00252
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. Becky Druschel; Sheila Ingram; South Carolina Department of Motor Vehicles; Douglas Layton, as Personal Representative for the Estate of Curtis Miller; Martha Bess Miller; Donna Virginia Miller I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder: Legal Description and Property Address: All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Oconee, being known and designated as Lot 49, Section M, of Foxwood Hills Subdivision, as shown and more fully described on a plat thereof recorded in Plat Book P38, Pages 14, records of Oconee County, South Carolina. Together with a 1962 Vagabond Mobile Home, Serial/VIN No. GSM13603 located thereon. This being the same property conveyed to Becky Druschel by Deed of James Perry Slanton dated June 25, 2018 and recorded June 25, 2018 in Book 2372 at Page 208, in

the Office of the Register of Deeds for Oconee County, South Carolina. Lot 49 Section M, Foxwood Hills Westminster, SC 29693 TMS# 316-01-02-028

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00194
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. Matthew Butts I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address: ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the County of Oconee, State of South Carolina, being shown and designated as Lot Sixty Two (62), Section One (1) of Hatteras, on a plat of Foxwood Hills Subdivision, dated and recorded in the Office of the RMC for Oconee County in Plat Book P-42 at Page 71. This being the same property conveyed unto Matthew Butts by Deed of Michael Ferraro dated March 21, 2012 and recorded March 27, 2012 in Book 1888 at Page 280, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 62 Section Hatteras I, Foxwood Hills Westminster, SC 29693 TMS# 306-01-07-008

TERMS OF SALE: For cash. Interest at the current rate of 1% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence

of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00237
BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. James G Bannon; Oconee-Foxwood Land Trust; Junior Small I the undersigned as Clerk of Court for Oconee County, will sell on October 6, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder: Legal Description and Property Address: ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot 68, Section Hatteras I, Foxwood Hills Subdivision, as shown and more fully described on a plat thereof recorded Plat Book 42, Page 71, records of Oconee County, South Carolina. BEING the same property conveyed to James G. Bannon by Delinquent Tax Sale Deed dated January 30, 2009 and recorded February 23, 2009 in Book 1705 at Page 137, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 068 Hatteras I Section, Foxwood Hills Westminster, SC 29693

TMS# 306-01-09-006

TERMS OF SALE: For cash. Interest at the current rate of 1.00% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding

will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Public hearing for ORDINANCE 2025-17 scheduled for 6 pm on Tuesday, October 7, 2025 in Oconee County Council Chambers has been CANCELLED.

Oconee County Council will hold a public hearing at 6 p.m. on Tuesday, October 21, 2025 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: ORDINANCE 2025-18 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA. ORDINANCE 2025-19 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY CURRENTLY IDENTIFIED AS PROJECT JOSHUA TREE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT, AND OTHER RELATED MATTERS. ORDINANCE 2025-20 AN ORDINANCE CLARIFYING, RATIFYING, AND/OR AUTHORIZING CERTAIN ACTS BY OCONEE COUNTY, SOUTH CAROLINA IN RELATION TO THE DISTRIBUTION OF FEE-IN-LIEU OF TAX REVENUE RECEIVED FROM THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WHEREIN THE PROPERTY OF BORGWARNER PDS (USA), INC. IS LOCATED; AND OTHER MATTERS RELATED THERETO.

NOTICE OF APPLICATION
Notice is hereby given that RMR Restaurant LLC DBA Trident Sea to Table intends to apply to the South Carolina Department of Revenue for a license/ permit that will allow the sale and ON Premises consumption of Beer and Wine at 8095 Keowee School Rd Seneca SC 29672

To object to the issuance of this permit/ license, written protest must be postmarked no later than October 10, 2025.

For a protest to be valid, it must be in writing, and should include the following information:
(1) The name, address and telephone number of the person filing the protest;
(2) The specific reasons why the application should be denied;
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.



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MINIMUM PURCHASE OF 4 - INTEREST ACCRUES BUT IS WAIVED IF PAID WITHIN 12 MONTHS

OFFER ENDS DECEMBER 31

TOLL FREE **855-621-0758**

DETAILS OF OFFER: Offer expires 12/31/2025. Not valid with other offers or prior purchases. Buy one (1) window or entry/patio door, get one (1) window or entry/patio door 40% off, and 12 months no money down, no monthly payments, no interest when you purchase four (4) or more windows or entry/patio doors between 9/1/2025 and 12/31/2025. 40% off windows and entry/patio doors are less than or equal to lowest cost window or entry/patio door in the order. Additional \$200 off your purchase, minimum purchase of 4 required, taken after initial discount(s), when you purchase by 12/31/2025. Subject to credit approval. 12-month Promo Period: while no payments are due, interest accrues but is waived if the loan is paid in full before the Promo Period expires. Any unpaid balance owed after the Promo Period, plus accrued interest, will be paid in installments based on the terms disclosed in the customer's loan agreement. Financing is provided by various financial institutions without regard to age, race, color, religion, national origin, gender, or familial status. Savings comparison based on purchase of a single unit at list price. Available at participating locations and offer applies throughout the service area. See your local Renewal by Andersen location for details. License numbers available at renewalsbyandersen.com/license. Some Renewal by Andersen locations are independently owned and operated. "Renewal by Andersen" and all other marks where denoted are trademarks of their respective owners. © 2025 Andersen Corporation. All rights reserved. RBA14301

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THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

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


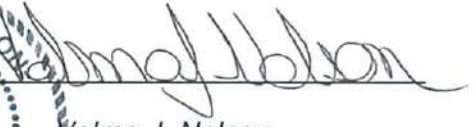
January 11, 2025

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
1/11/2025

Velma J. Nelson
Notary Public
State of South Carolina

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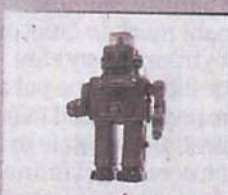
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Personal Representative: PEGGY J BREAZEALE
Address: 124 LOLA DRIVE FAIR PLAY, SC 29643
Estate: EDWARD TATE ZEIGLER SR
Date of Death: 9/22/2024
Case Number: 2024ES3700851
Personal Representative: EDWARD T ZEIGLER JR
Address: 38 LANNEAU DRIVE GREENVILLE, SC 29605

The Oconee County Council will meet in 2025 on the first and third Tuesday of each month with the following exceptions: July, August, and November meetings, which will be only on the third Tuesday of each of these months; March, June and December meetings, which will be only on the first Tuesday of each of these months. 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 Thursday, February 20, 2025 to establish short- and long-term goals. This meeting will be held off-site in the Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina. Oconee County Council will also meet on Tuesday, January 6, 2026 in Council Chambers at which point they will establish their 2026 Coun-

cil and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed. Oconee County Council Committees will meet in 2025 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 18, May 20, July 15, & September 16, 2025. The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025. The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

NOTICE OF APPLICATION
Notice is hereby given that Ash

South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine and Liquor at 671 Highway 123 Bypass Seneca SC 29678. To object to the issuance of this permit/license, written protest must be postmarked no later than January 26, 2025. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. ent of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

Yard Sale?

Call 864-973-6676
today to place an ad!

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

Thomas James
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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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)

Christ Central Ministries Oconee

**Oconee Addiction Recovery and
Solutions Program, OARS**

Magnolia House Recovery Program

CCMO/OARS Director Ashley Williams, LPC, M.S.

Who is Christ Central Ministries Oconee?

CCMO is a ministry resource meeting specific needs in Oconee County.



CCMO is a resource to Oconee's local

- Commerce
- Education
- Government
- Church
- Individual

Christ Central Ministries Oconee's mission is to give hope, cultivate change and restore lives for those seeking recovery from substance abuse.

How Did CCMO Begin?

Sixteen years ago CCMO started with a crock pot.



January 3, 2009 CCMO started a feeding program behind Hometown Groceries in Seneca. The simple feeding program started with a crock pot and tables. Over the past 16 years CCMO has recognized prominent needs needing to be met to help individuals in Oconee County from just that simple feeding ministry.

Present Endeavors



With the help of Sheriff Crenshaw and the Oconee Administrator, and the Oconee County Council Christ Central Ministries Oconee was awarded a Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) Grant in 2021 creating a funding source from the Federal Government that still is helping today.

Currently OARS staff is funded through the

Comprehensive Opioid, Stimulant, and Substance-Use Site-based Program

Awarded in 2023

Per the objectives, COSSUP helped to develop a comprehensive local response to the county's substance problem existing practices and personnel to expand access to treatment and recovery services by:

- 1) establishing a law enforcement deflection and diversion program;
- 2) providing law enforcement a comprehensive training program addressing SUDs, mental health, and cultural and impartial training;
- 3) delivering evidence-based substance use disorder and cooccurring (mental health and substance use) disorders treatment including MAT;
- 4) providing transitional housing and peer support services for needful individuals in recovery; and
- 5) conducting a scientific mixed methods program evaluation to specify impact and identify improvement opportunities.

COSSUP

COSSAP grant allowed OARS and Magnolia House to design a program to benefit Oconee County and outer lying Counties in Substance Use Disorder needs.

Purpose of program: Design and implement a collaborative intervention strategy that addresses Substance Use Disorder and (pre-booking or post-booking) treatment alternative-to-incarceration

OARS program, COSSAP, serves individuals at high risk for overdose or substance abuse.

Service is done with evidence-based recovery support services (transitional/ recovery housing and peer support) and medication-assisted treatment (MAT).



Community Impact Through Areas We Serve in

COSSUP Requirements have been accomplished by

- **Oconee Addiction Recovery and Solutions Men's Residential Program, OARS, and Magnolia House Women's Residential Program**
- **By both Offering 30 Day Residential Program, 60 Day Residential Program, and Six Month Residential Transitional Program.**



**OARS began taking clients in January 2022
with a total today of 336**

**Magnolia House began taking clients February
2024 with a total today of 79**

With a combined total of 415

Our success is based on graduates who have not experienced rearrest or drug overdose within six months of their completion date.

The current data is stating a 73% success rate.

Clients Committed Journey

- Each client established connection to treatment
- Each had Individual Development Plan based on their needs and talents
- Each was connected to one of 14 partnered Oconee community employers and service providers forming a community of resources to help them once they left OARS/Magnolia House
- Connections include graduates finding a recovery community of choice, employment, and housing
- Oconee County Sheriff Crenshaw shared reduction in recidivism rates in Oconee County has significantly decreased over the past three years, with OARS and Magnolia House being a part of this success.

A key relationship to the success of OARS and Magnolia House is the ability to work with those incarcerated at the Oconee Detention Center

This warm handoff has been accomplished by the CCMO Harm Reduction Program

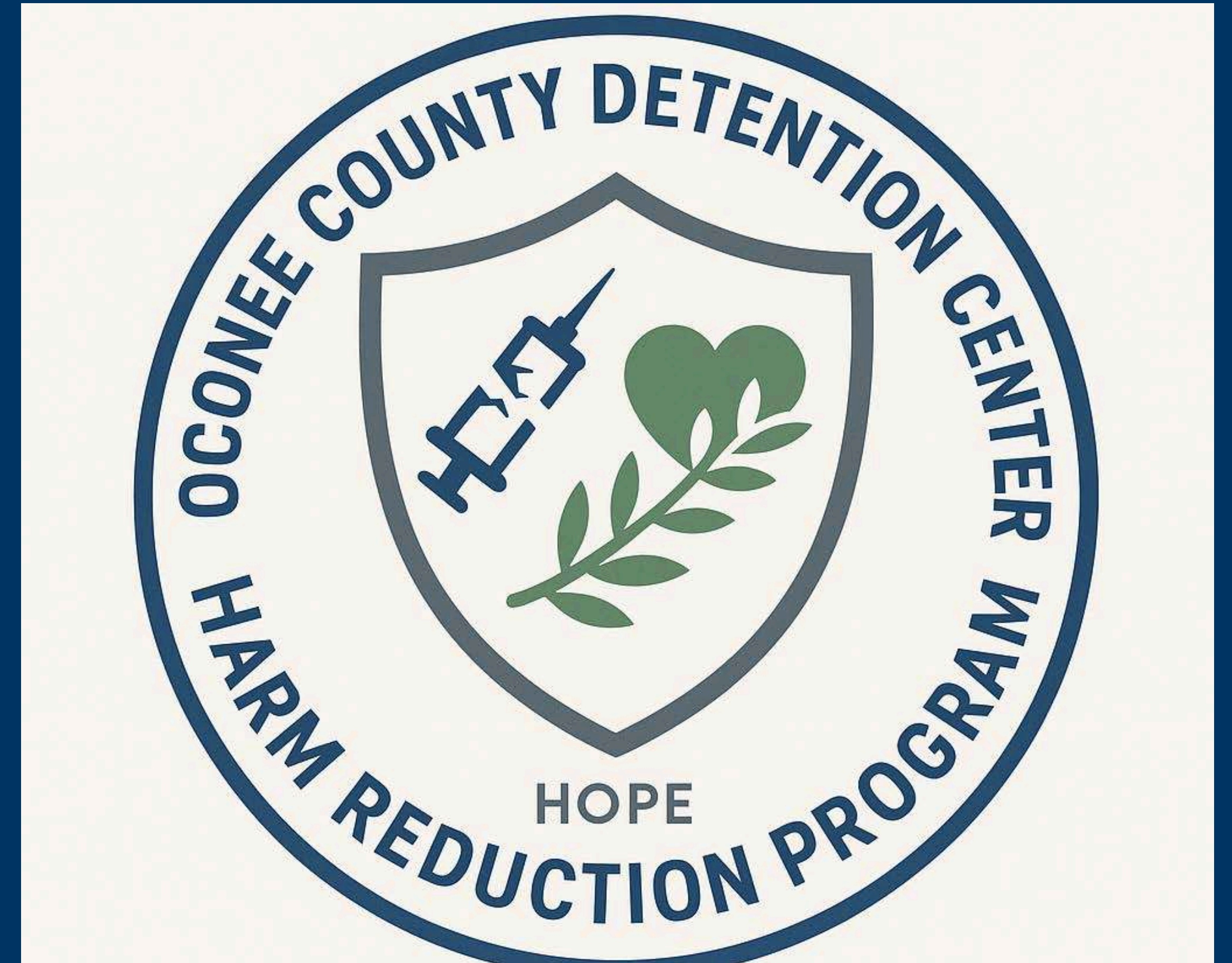


Harm Reduction Program

The new Harm Reduction program designed specifically for the Oconee Detention Center has created an avenue for inmates to receive substance use programs while incarcerated.

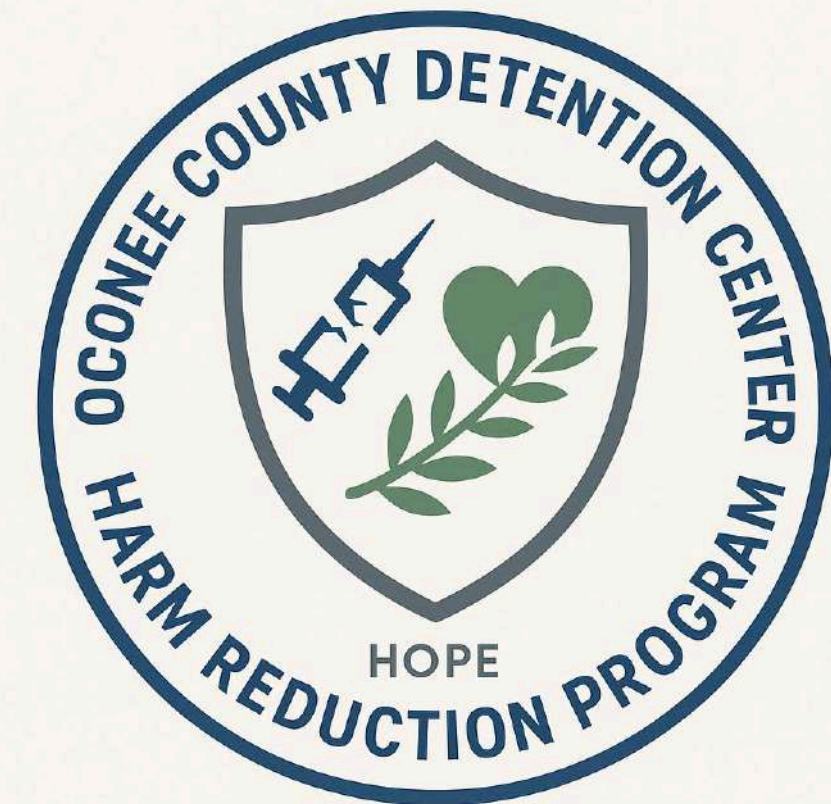
This was made possible from the help of Oconee County Opioid Response Taskforce for helping to secure funds through the South Carolina Opioid Relief Funds.

Also, the help of Sheriff Crenshaw and Captain Chapman.



Mission Statement:

***Oconee County Harm Reduction Program – Christ Central Ministries
Oconee Our mission is to meet individuals where they are in their journey with substance use, providing nonjudgmental support through education, connection, and access to resources that promote health, safety, and recovery. We strive to reduce harm, restore dignity, and build pathways to long-term stability for those impacted by substance use in Oconee County. We believe that with support and opportunity, change is always possible.***



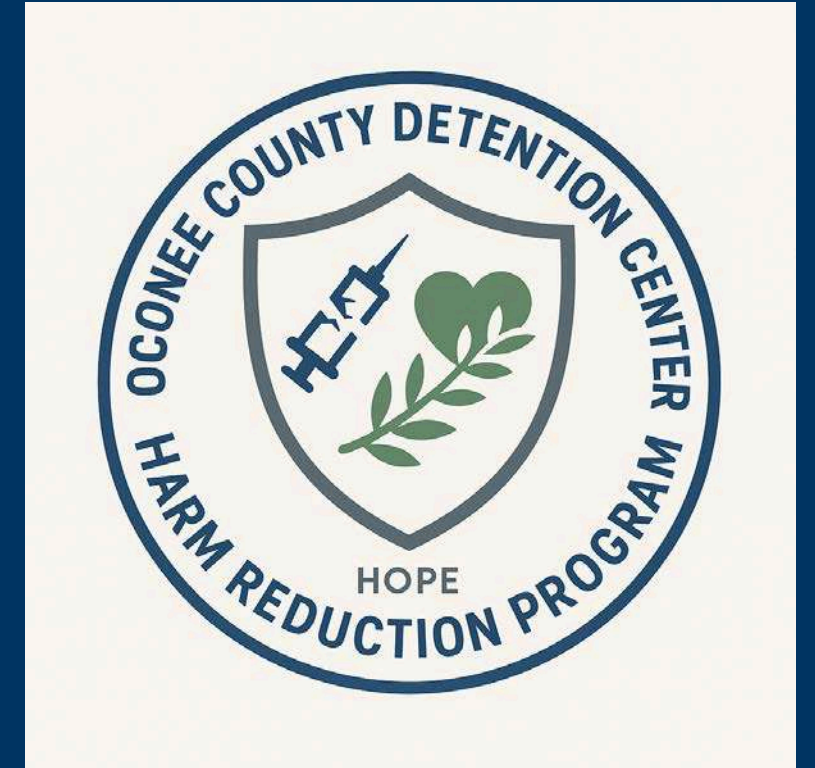
Oconee Detention Center Harm Reduction Program

Provides substance use counseling in the Oconee Detention Center through

- SMART Recovery Substance Use Support Groups
- Opioid Awareness Classes
- Moral Reconation Therapy Trauma Based Support Groups
- Art Therapy
- Case Management
- Peer Support

Since February 2023, 640 individuals have been assessed and referred into support groups.

Currently, there are 99 participants in the OLED who attend the recovery groups



Most Recent Added Program, May 2025

Oconee Law Enforcement Deflection Program, OLED

Purpose:

Oconee Law Enforcement Deflection Program is an opportunity for the Sheriff's office to help bridge people to services that are available in the community while decreasing their interactions in the criminal justice system.

We want to make sure that people are aware of services available in the community and how to access them.

Funding for the OLED Program was given by DAODAS

Funding provides:

- Two Case Managers
- Officer Training
- Professional Development
- Community Events
- Transportation for Referrals
- Medication, Counseling Services, Entry Fees for Detox and Recovery Programs
- Outreach supplies

Since the first referral on 7/18/2025 there have been

- 11 Deputy Deflections
- 27 social referrals

- 9 attended SUD treatment,
- 10 enrolled in individual counseling service
- 2 enrolled to detox
- 2 were helped with medication
- 5 were referred for shelter needs.

The Goal with the programs offered by Christ Central Ministries Oconee
Is to

- Improve public safety and public health through researched-based, health oriented harm-reduction techniques and interventions.
- Reduce the number of people entering the criminal justice system for low level offenses.
- Strengthen the relationship between law enforcement and community.
- Reorient government's response to safety, disorder, health-related and social problems.

Oars-recovery.org

Magnoliahouse-recovery.org

864-638-3322

Questions/Thoughts?

CHRIST CENTRAL MINISTRIES OCONEE



October 2025

As we reflect on recent accomplishments, it is with great pride and gratitude that we share the achievements and milestones of our substance use program. Our commitment to providing compassionate support and resources has empowered countless individuals on their journey toward recovery and well-being. Recently, we've expanded our outreach initiatives, introduced innovative treatment approaches, and strengthened our partnerships with local communities and healthcare professionals. These efforts have not only enhanced the effectiveness of our services but have also fostered a supportive environment where individuals feel valued and encouraged to reach their full potential. As we look to the future, we remain dedicated to evolving our program to meet the ever-changing needs of those we serve, ensuring that hope and healing are within reach for all.

God's Team at Work:

PROGRESS IN RECOVERY

This week, we're excited to share the latest highlights from our recent numbers of clients served through each of the programs CCMO offers. With an average of six assessments weekly Oconee Addiction Recovery and Solutions' Mens Program and Magnolia House Recovery Program for women have accepted a combined total of 415. Graduates who have not experienced rearrest or drug overdose is staying at a 73% success rate. It has been encouraging to see how Oconee has supported CCMO and the endeavor to be a resource to those desiring a life free from drugs and alcohol.



Directors
Ashley and Tiffany
Williams

Christ Central Ministries Oconee's mission is to give hope, cultivate change and restore lives for those seeking recovery from substance abuse.



CCMO Directors

Director Ashley Williams
Assistant Director Renee Hattenstein



CCMO Advisory Board

Meet the Christ Central Ministries Oconee Advisory Board Members

We are so thankful for our dedicated CCMO Advisory Board, made up of:

Renee Hattenstein, Vince Aliq, Ashley Williams, Beverly Seigler, Frank Kieninger, Pat Elliott, Joe Singleton
(Not pictured: Darrah Geist)

This incredible group comes together once a month to receive updates on the ministry, offer encouragement, share fresh ideas, and provide guidance when needed. Each member brings unique gifts, insights, and experiences that make them an invaluable asset to CCMO. Their support helps strengthen the ministry and ensure that we continue moving forward in the work God has called us to. We are truly blessed by their leadership, wisdom, and commitment.



Magnolia House Advisory Board

Magnolia House Advisory Board
Tiffany Williams (Director), Jodi Dorsey, Donna Lusk, Kenny Nicholson, Renee Hattenstein (Asst Director CCMO), Beverly Seigler

This incredible group comes together once a month to receive updates on the ministry, offer encouragement, share fresh ideas, and provide guidance when needed. Each member brings unique gifts, insights, and experiences that make them an invaluable asset to Magnolia House. Their support helps strengthen the ministry and ensure that we continue moving forward in the work God has called us to.



OARS Staff
Pat Elliott, Ashley Williams,
Rolland Ballou, Adam Elrod



Magnolia House Staff
Jennifer Fortner, Whitney Wood, Johanne
Steigerwald, Tiffany Williams, Leslie
Spearman



Chana Land - Licensed Professional Counselor, MEd, LPC, LPCS
Ashley Williams - Licensed Professional Counselor
Ken Nicholson - Psychiatric Nurse Practitioner, MSN, APRN,
PMHNP

Our Mental Health Team collaborates to provide comprehensive support for clients at OARS and Magnolia House. Through a combination of counseling services and medication management, they work to address the emotional and psychological needs of each individual, promoting stability, growth, and long-term recovery.



Johanne Steigerwald, Elizabeth Glover, Jennifer Fortner,
Whitney Wood, Leslie Spearman, Roland Beaulieu
Our Harm Reduction Team partners with the
Oconee County Detention Center to support
inmates as they begin their recovery journey.
Classes taught inside the detention center include
SMART Recovery, Opioid Education, Harm
Reduction, Art Therapy, and Moral Reconation
Therapy.



Beverly Seigler, Case Manger
Ashley Williams, Program Coordinator
Oconee Law Enforcement Deflection Program is an
opportunity for the Sheriff's office to help bridge
people to services that are available in the community
while decreasing their interactions in the criminal
justice system.



OCONEE COUNTY COUNCIL
RECUSAL FORM

Council Member Name: Thomas James
[Please Print]

Council Member Signature: [Signature]

Meeting Date: 10.21.2025

Item for Discussion / Vote: ORD 2025-21

Reason for Recusal: ☐ I was not present for original meeting/discussion.

☒ I have a personal/familial interest in the issue.

☐ Other: _____

Jennifer C. Adams
Jennifer C. Adams
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

October 21, 2025 ~ 6:00 p.m.

ORDINANCE 2025-18 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

ORDINANCE 2025-19 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND ULBRICH SPECIALTY WIRE PRODUCTS, LLC, ALSO KNOWN AS PROJECT JOSHUA TREE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND PROVIDING FOR OTHER RELATED MATTERS.

ORDINANCE 2025-20 AN ORDINANCE CLARIFYING, RATIFYING, AND/OR AUTHORIZING CERTAIN ACTS BY OCONEE COUNTY, SOUTH CAROLINA IN RELATION TO THE DISTRIBUTION OF FEE-IN-LIEU OF TAX REVENUE RECEIVED FROM THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WHEREIN THE PROPERTY OF BORGWARNER PDS (USA), INC. IS LOCATED; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2025-18	ORD 2025-19	ORD 2025-20
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				



Public Comment
SIGN IN SHEET
6:00 PM

October 21, 2025

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	Sue Christensen	Noise Ordinance request
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