

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE April 7, 2026
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution and ordinance agreement between Project Deer and Oconee County to locate the project's North American manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Deer is a well-respected international manufacturer of metal parts for a strategically important, historic and growing business sector. Oconee County is one of several final locations being considered for this highly competitive project. The project is anticipated to have an expenditure of at least \$40 million and create at least 100 jobs. The Oconee Economic Alliance (OEA) has been working with the project since 4th Quarter 2025. The OEA and South Carolina Department of Commerce have recommended a comprehensive incentive package for the project that we hope will secure their commitment to locate in Oconee County. The OEA is recommending the following county incentives for the project:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the SC 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC)
 - ✓ SSRC 1 is for 30-years and will be applied to the market value of the Project Deer's real and personal property so that the assessed value is equal to 6%.
 - ✓ SSRC 2 is for 30-years and applies to the ad valorem property taxes due. It provides an abatement of 75% for Years 1-7, 60% for Years 8-20 and 30% for Years 21-30.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Project Deer is an impressive, financially strong and longstanding business that supports an industry sector that is critical to the health, safety and welfare of communities around the nation and world.
- Deer represents a significant commitment by the company to grow their operations in the U.S.
- The project has been extremely competitive and Oconee County is now among the finalist locations for it.
- The company is one that any county would love to have in their community.
- The project aligns well with Oconee County's workforce and business recruitment goals.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate an estimated \$3,085,754 in property taxes over the first 10 years, \$8,727,610 over 20 years and \$15,928,421 over 30 years. The estimate includes ad valorem tax and state reimbursement projections.
- The 5-Year SC Manufactures Abatement and SSRCs are estimated to provide Project Deer with a property tax reduction of \$7,410,322 over 30 years.

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

Approved by: _____ **Finance**

ATTACHMENTS

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 2026-11**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED BY THE COUNTY AS PROJECT DEER, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 ("MCIP Act") and Title 4, Chapter 29 ("Infrastructure Credit Act") of the Code of Laws of the State of South Carolina, 1976, as amended ("Code"), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the MCIP Act, the County has formed or will form a multi-county industrial park with Pickens County, South Carolina ("Park") governed by that certain Agreement for Development for Joint County Industrial And Business Park (Project Ruby Slipper) ("Park Agreement"); and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act to provide certain credits ("Special Source Revenue Credits" or "SSRC's") against PILOT Payments (as further defined herein) to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68 of the Infrastructure Credit Act ("Infrastructure"); and

WHEREAS, Mosdorfer LLC, a South Carolina limited liability company, acting for itself or one or more current or future affiliated entities (collectively, the "Company"), all as further specified in the Special Source Revenue Credit Agreement (as further defined herein), is considering acquiring by construction or purchase certain land, buildings, improvements, furnishings, fixtures, machinery, apparatus, and equipment, for the purpose of establishing a manufacturing operation in the County (collectively, "Project"), which will result in a total investment of an expected Forty-Four Million Five Hundred and Fifty Thousand Dollars (\$44,550,000) in the County and the creation of an expected one hundred and seven (107) new, full-time jobs during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the Company's first property tax year during which the Project is placed in service ("Investment Period"); and

WHEREAS, pursuant to the MCIP Act, the County has agreed to ensure the Project is placed in the Park or a suitable replacement multi-county industrial park, if not already so placed, for at least the full term of the Special Source Revenue Credit Agreement, and pursuant to the Park Agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would otherwise have been due and payable but for the location of the Project within the Park (the “PILOT Payments”); and

WHEREAS, the State’s Coordinating Council on Economic Development (“CCED”) has or will approve a monetary grant of \$1,000,000 for the Project’s benefit, specifically to offset some of the costs associated with the Project (“State Grant”), the funds of which will be received and administered by the County or its affiliates, as grantee, in accordance with applicable law for the benefit of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, to reimburse certain Infrastructure expenditures made by the Company as part of the Project by providing two, separate and distinct Special Source Revenue Credits to the Company against PILOT 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 (the “Special Source Revenue Credit Agreement”) and further subject to the requirements of the Infrastructure Credit Act; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that 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; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, it appears that the Special Source Revenue Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

Section 1. Findings Based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Infrastructure Credit Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Infrastructure Credit 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. *Authorization of Special Source Revenue Credit Agreement.* The form, terms, and provisions of the Special Source Revenue Credit Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Special Source Revenue Credit Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Special Source Revenue Credit Agreement now before this meeting.

Section 3. *Multi-County Park.* The County hereby acknowledges that the Project and all property comprising the Project (“Project Site”) are already located in the Park and agrees to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or another multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the Investment Period set forth in the Special Source Revenue Credit 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 SSRC’s set forth in the recitals of this Ordinance.

Section 4. *Authorization of County Officials.* The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 5. *State Grant Administration.* The County shall administer the State Grant in accordance with applicable law, and immediately after receipt by the County and confirmation of the Company’s compliance with the terms and conditions of the State Grant shall provide the proceeds of such grant for the benefit of the Project and as further set forth in any applicable agreement, law, or regulation governing the use of such grant funds in connection with the Project.

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

and provisions hereunder.

Section 7. General Repealer. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 8. Effective Date. This Ordinance is effective upon its approval following a public hearing and three readings.

Done in meeting duly assembled: June _____, 2026.

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

First Reading: April 7, 2026
Second Reading: April 21, 2026
Third Reading: June 3, 2026
Public Hearing: June 3, 2026

EXHIBIT A

FORM OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT

[ATTACHED]

**SUMMARY OF CONTENTS OF
SPECIAL SOURCE REVENUE CREDITS AGREEMENT**

The following is a summary of the key provisions of this SSRC Agreement. This summary is inserted for convenience only and does not constitute a part of this SSRC Agreement. It is qualified in its entirety by the terms and provisions of the SSRC Agreement. In the event of any inconsistency or discrepancy between this summary and the terms of the SSRC Agreement, the terms of the SSRC Agreement shall control.

Company Name:	Mosdorfer LLC	Project Code Name:	Project Deer
Projected Investment:	\$44,550,000	Projected Jobs:	107 jobs
Location (street):	444 Oconee Business PKWY, Tract A	Tax Map No.:	221-00-01-115
1. SSRC			
Number of Years:	30 years		
Details:	Credit 1: Maintains effective assessment rate at 6% Credit 2: 75% for Years 1 - 7 60% for years 8 - 20 30% for years 21 - 30		
Investment Requirement:	\$35,000,000		
Job Requirement	85		
Clawback information:	See Section 3.03		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper) with Pickens County, dated December 31, 2021, as amended		

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of June 3, 2026, by and between Mosdorfer LLC, a South Carolina limited liability company (collectively, the “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 (“PILOT Payments” as further defined herein) 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 (the “Act”), 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 establishment, 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 Forty-Four Million Five Hundred and Fifty Dollars (\$44,550,000) in taxable property and the creation of approximately one hundred and seven (107) 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 is or will be 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 PILOT Payments to the County, which PILOT Payments 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 [] [], 2026, following a public hearing conducted on [] [], 2026, 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. As of the date of execution of this Agreement, the parties acknowledge that Mosdorfer Holding, Inc. and Mosdorfer Real Estate LLC are Affiliates under this Agreement.

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

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

“*Company*” shall mean Mosdorfer LLC, a South Carolina limited liability company, and as to each entity its successors and assigns as permitted herein, and shall include any other Sponsor or Sponsor Affiliate, 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 Affiliate and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or Affiliate intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or Affiliate pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

“*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.

“*PILOT 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 PILOT Payments*” shall mean the PILOT 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 [] [], 2026, 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 Ruby Slipper), dated on or about December 31, 2021, 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.

“*Rollback SSRC*” shall have the meaning set forth in Section 3.02(e).

“*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 PILOT Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“*Sponsor*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(19) were applicable to this Agreement.

“*Sponsor Affiliate*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(20) were applicable to this Agreement.

“*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 South Carolina, 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 \$35,000,000 in taxable property in the Project during the Investment Period (the "Investment Requirement"). The County acknowledges and agrees that investment by Sponsors, Sponsor Affiliates, and Affiliates 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 shall use its commercially reasonable efforts to create not less than 85 new, full-time equivalent jobs at the Project during the Investment Period (the "Job Requirement"). The County acknowledges and agrees that job creation by Sponsors, Sponsor Affiliates, and Affiliates in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any job creation requirement set forth in this Agreement.

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

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

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

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 for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) The Company shall file with the South Carolina Department of Revenue a property tax return(s) specific to the real and personal property investment covered by this Agreement and the investment period. Any property not subject to this Agreement will be separately filed on additional property tax returns with the South Carolina Department of Revenue.

(b) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against PILOT Payments as provided in Section 4-1-175 of the Act in whatever amount, if any, required to reduce the remaining PILOT Payments to the amount the Company would have owed if all of the property comprising the Project was valued at its otherwise taxable value, assessed at an assessment ratio of six percent (6.0%), and subject to the then-in-effect total millage rate (except for any property that would qualify for a millage abatement under Sections 12-37-220(A)(7), (B)(32), or B(34) of the Code absent this Agreement - in which case the applicable reduced millage shall apply to all such property) ("Credit #1). Credit #1 shall apply for a period of thirty years starting with the first year property is placed into service and ending 29 years later (Credit #1 Term").

(c) The Company will be entitled to receive the South Carolina Manufacturers Abatement which will be applied prior to all SSRCs.

(d) Subject to the remaining provisions of this Agreement, the County will provide the Company additional Special Source Revenue Credits against PILOT Payments as provided in Section 4-1-175 of the Act in an amount equal to 75% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 1-7 of this Agreement, in an amount equal to 60% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 8-20 of this Agreement, and in an amount equal to 30% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 21-30 of this Agreement ("Credit #2"). Credit #2 shall apply for a period of thirty years consistent with the Credit #1 Term ("Credit #2 Term").

(e) The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during the years 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. The County shall request the County Auditor to reflect each Special Source Revenue Credit on each bill for PILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such PILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(f) To claim each Special Source Revenue Credit for each tax year of the benefit period set forth in section 3.02(a)-(b), hereof, the Company, shall, no less than 45 days prior to the date after which *ad valorem* taxes or a PILOT Payment, as applicable, become delinquent with respect to such tax year, the Company shall file with the County Administrator, the County Auditor, the County Treasurer, and the County Economic Development Director, an Annual Special Source Revenue Credit Certificate, the form of which is attached as Exhibit B ("Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit for the applicable year. Failure to timely file the Certification shall result in a forfeiture of the Special Source Revenue Credit for such year, and the County shall not deduct the Special Source Revenue Credit from the PILOT bill for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Special Source Revenue Credit from the PILOT Payment due by the Company on the PILOT bill. If the information contained on the Certification is correct, then the County shall deduct the Special Source Revenue Credit from the PILOT bill. In no event is the County required to deduct any Special Source Revenue Credit amount from the PILOT bill while any of the Company's taxes or PILOT Payments have been invoiced by the County but remain outstanding, including any taxes or PILOT Payments that may have been protested by the Company; provided, however, that the existence of

any such outstanding or protested taxes or PILOT Payments shall not result in a forfeiture or termination of the Special Source Revenue Credit, and the deduction of the applicable Special Source Revenue Credit shall instead be delayed until such amounts are no longer outstanding or subject to protest.

(g) The parties acknowledge the County's right to receive PILOT Payments hereunder and that the County is entitled to and shall have a statutory lien and any and all other levy, collection, and enforcement rights with respect provided under State law, including, for example, Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

(h) The Company shall be entitled to an additional Special Source Revenue Credit in an amount equal to any rollback taxes applied upon the conversion of any of the property described on Exhibit A attached hereto from agricultural use property to commercial or industrial use property pursuant to Section 12-43-220(d)(4) of the Code of Laws of South Carolina, 1976, as amended (or any successor provision) (the "Rollback SSRC"). The Rollback SSRC will be applied in one or more phases if the conversion of the property occurs at different times and will apply in a manner that fully offsets any rollback taxes due.

(i) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET PILOT 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.

(j) 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 PILOT 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 PILOT Payments.

(k) 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 PILOT 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.

(l) The Company shall be entitled to all property tax exemptions or abatements that it would otherwise qualify for as if its property were not subject to this Agreement and all such exemptions or abatements shall be applied as part of Credit #1 and before Credit #2, the Rollback SSRC, or any other Special Source Revenue Credits pursuant to this Agreement are applied. For the avoidance of doubt, such exemptions or abatements include, but are not limited to, Sections 12-37-220(A)(7), (B)(32), B(34), and (B)(52) of the Code.

Section 3.03 Repayment/Adjustment of Special Source Revenue Credits.

(a) If the Company fails to invest by the end of the Investment Period the Investment Requirement, or the Job Requirement, or both, then Credit #2 shall be adjusted retrospectively based on the weighted average of the total investment at the Project during the Investment Period at 80% and of the total job creation at the Project during the Investment Period weighted at 20%, as follows:

Aggregate Credit #2 previously received *

$$1 - [((\text{Actual Investment} / \text{Investment Requirement}) * 80\%) + ((\text{Actual Jobs} / \text{Job Requirement}) * 20\%)]$$

= "Repayment Amount"

For example, if the Company has claimed an aggregate of \$400,000 according to Credit #2, but does not meet the Investment Requirement, or the Job Requirement, or both, by the end of the Investment Period, but instead only makes an investment of \$30,000,000 and creates 70 new, full-time equivalent jobs by the end of the Investment Period, then the Company would be required to repay to the County approximately \$59,831 calculated as follows:

$$(30,000,000 / 35,000,000) * 0.80 = 0.68571428$$

$$(70 / 85) * 0.20 = 0.16470588$$

$$0.68571428 + 0.16470588 = 0.85042016$$

$$1 - 0.85042016 = 0.14957894$$

$$400,000 * 0.14957894 = \$59,831$$

In addition, the future Credit #2 for any remaining years would be reduced by the same percentage, as described in the example above. Using the above example the SSRC of 75% would be reduced to 64%, the SSRC of 60% would be reduced to 51% and the SSRC of 30% would be reduced to 26%.

In no event shall the County be required to provide any additional Special Source Revenue Credit for investment and/or job creation above the minimums investment and/or job creation applicable under this Agreement.

Any payment made under this Section 3.03, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a PILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

(b) 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 PILOT 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.

(c) 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 next be due without penalty for the last year of the Investment Period. The repayments 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.

(i) By way of example only, if the Investment Period ends December 31, 2031 and a payment is due under this Section 3.03 from the Company to the County, then such payment shall be due no later than February 14, 2033 (30 days after tax year 2032 *ad valorem* tax payments are due on January 15, 2033).

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 PILOT 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 or to an Affiliate of any Sponsor or Sponsor Affiliate; 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, and any such failure shall be governed solely by Section 3.03 of this Agreement.

(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, provided, however, an invoice for taxes or PILOT Payments shall be sufficient to constitute such notice;

(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 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.

Section 5.05 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 Kozlarek
Kozlarek Root Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

Mosdorfer LLC
Andreas Fandl, Director of Finance
Mosdorfergasse 1
8160 Weiz, Austria

Andreas.Fandl@mosdorfer.com

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

Sam Moses
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201
sammoses@parkerpoe.com

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; Electronic Signatures. 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. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

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 6.010 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.

[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.

Mosdorfer LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY



- Legend**
- Parcels
 - Landhook
 - Roads

Parcel ID	221-00-01-115	Alternate ID	1078231	Owner Address	OCONEE HOUSING SOLUTIONS LLC %KIM HOGAN SC252109215JB 3301 WINDY RIDGE PKWY #300 ATLANTA, GA 30339	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	300 Gen. Comm			Date	Price	Reason	Qual
Property Address	444 OCONEE BUSINESS PKWY		Vacant Land			7/22/2022	\$289000	1	U
		Acreage	28.9			3/3/2022	0	PR	U
District	21								
Brief Tax Description	TRACT A (28.9 AC)								

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of Mosdorfer LLC (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of June 3, 2026, 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 during the Investment Period is:

<u>Investment Period Year</u>	<u>Cumulative Investment per PT-300</u>
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	

(3) The amount due and owing for the _____ tax year (prior to the deduction of Credit #1, Credit #2, the Rollback SSRC, or any other Special Source Revenue Credit), as reflected on the County’s Consolidated Tax Invoice, dated _____, _____, 20__, is \$_____ (“Invoiced Amount”).

(4) The credit calculation for _____ (current) tax year is as follows (see worksheet):

<u>Property</u>	<u>SSRC</u>	<u>Amount</u>
Not Entitled to Abatement	Credit #1	
	Credit #2	
	Rollback SSRC	
	Total:	

<u>Property</u>	<u>SSRC</u>	<u>Amount</u>
Entitled to Abatement	Credit #1	

	Credit #2	
	Rollback SSRC	
	Total:	

(5) The aggregate credit, including credit for the _____ (current) 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: _____

SSRC Worksheet

Schedule A Property - Not Entitled to Abatement

- 1) "Assessment" Amount as shown on
PT-310, Schedule A = _____

- 2) #1 Multiplied by 6% = _____

- 3) #2 Multiplied by total current millage = _____

- 4) **Credit #1** = County Tax Bill (as issued) - #3 = _____

- 5) PILOT Payment after deducting Credit #1 = #3 _____

- 6) **Credit #2** Year _____

- 7) **Credit #2** = #5 multiplied by the applicable percentage
under Section 3.02(b) and as adjusted (if applicable) = _____

- 8) PILOT Payment after deducting Credit #2 = _____

Schedule A Property - Entitled to Abatement

- 1) "Exempt" Amount as shown on
PT-310, Schedule A = _____

- 2) #1 Multiplied by 6% = _____

- 3) #2 Multiplied by total current millage less any
available abatement = _____

- 4) **Credit #1** = County Tax Bill (as issued) - #3 = _____

- 5) PILOT Payment after deducting Credit #1 = #3 _____

- 6) **Credit #2** Year _____

- 7) **Credit #2** = #5 multiplied by the applicable percentage
under Section 3.02(b) and as adjusted (if applicable) = _____

- 8) PILOT Payment after deducting Credit #2 = _____

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE


OCONEE COUNTY COUNCIL

IN RE:


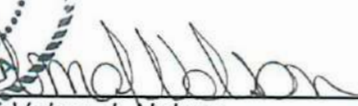
BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed 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 10, 2026

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Larry Davidson
General Manager

Velma J. Nelson
Notary Public
State of South Carolina

Subscribed and sworn to before me this
1/10/2026

F I E D PLACE

864.973.6676



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HOUSES FOR SALE

PUBLISHERS NOTICE

All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

Public Notice

Linda A. Traylor, Director of the South Carolina Department of Health and Environmental Control, is a Non-Construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 pm in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC
Tuesday January 13, 2026 @ 3:00 pm

Agenda:
Call To Order
Concerns of the District
Limited: 2 citizens per meeting, for 5 minutes,
prior scheduling required.
Agenda & Non Agenda Items: Combined both are limited to a total of forty (40) minutes, four (4) minutes per person.
Approval of Minutes
Financial Report / System Report
Treatment Plant PER Discussion
Old Business
New Business
Adjourn

The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

June and November meetings, which will be only on the third Tuesday of each of these months; October 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 Friday, February 20, 2026 to establish short- and long-term goals.

This meeting will be held off-site at 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 5, 2027 in Council Chambers at which point they will establish their 2027 Council 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 2026 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 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026. The Planning & Economic Development Committee at 4:30 p.m. on

the following dates: April 7, June 16, August 18, & October 06, 2026. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission agenda items and no Commission action will be taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been scheduled. Once

finalized, dates, times, and locations will be available at the fire department. These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at www.corinthshilohfd.com. All meetings and workshops, with the exception of executive sessions, are open to the public.

CLASSIFIEDS WORK!

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
Chairman Pro Tem
District IV

J. Glenn Hart
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)

MARKETPLACE

864.973.6676



upstatetoday.com

NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

ANNOUNCEMENTS

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-397-7030 www.dental50plus.com/60#6258

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Advertise Your Driver Jobs in 80 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocas@netmdu.com You may include a photo. We will contact you if we find your pet.

MISCELLANEOUS FOR SALE

Audien Hearing. The world's first hearing aid with touchscreen controls. No tiny buttons, apps or prescriptions. 45-day risk free trial. Free shipping. Lifetime support. More than 1.5 million happy customers. Call Audien 1-855-629-9614.

AUCTIONS

LIVE ESTATE AUCTION. Sat., May 16 at 9:30 am. 40 Highland Street, Varnville, SC. Selling the estate of Mr. Henry and Mrs. Annette Tuten. Accepting consignments. Auction is packed! Antiques, Nice furniture, 1890's Oak Hall Tree, 1890's Victorian Buffet, 1890's Empire Chest, Dining/Bedroom Suites, Dresser/Chests, Tables/Chairs, Sets, Art, Gun Cabinet, Yard Decor, China Sets, Glassware, Porcelains, Coins, Lots of Tools, Generators, Lawn Mowers, Air Compressors, WWII Collectibles and much more! So much to sell we will have (2) auctioneers selling! Preview Friday, May 15 from 10am - 6pm. Browse website: www.cogburnauction.com. 803-860-0712.

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC. 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday, May 27th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website: B0025, John Rogers, TV: B0035, armie, Thomas, Patio Furniture; B0804, Chauncey Lingfelt, Dressers.

SERVICES

DIRECTV OVER INTERNET - Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/ CHOICE Package or higher). No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

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ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE
To reach more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

NOTICE OF SALE 2025-CP-37-00961 BY VIRTUE OF A decree heretofore granted in the case of: GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as Separate Trustee of GV Trust 2025-1 against The Personal Representative, if any, whose name is unknown, of the Estate of Anne C. Hall; and any other Heirs-at-Law or Devisees of Anne C. Hall, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe., I, the undersigned Clerk of Court for Oconee County, will sell on June 1, 2026, at 11:00 a.m., or on another date, thereafter as approved by the Court, at the County Courthouse in Walhalla, South Carolina, to the highest bidder, the following described property, to-wit: All that certain parcel of land situate in the County of Oconee, State of South

Carolina near, Madison Township, being shown and designated as Lot 28 of Madison Shores, Subdivision, as set forth on Plat prepared by Farmer & Simpson Engineers, in Plat Book P-40 Page 36 recorded 10/01/1975. This being the same property conveyed to William J. Hall and Anne C. Hall, as joint tenants with right of survivorship, by deed of Lori Kristen Perkins and Richard G. Lennox dated June 12, 2009 and recorded on July 9, 2009 in Book 1727 at Page 1; thereafter, William J. Hall died on October 7, 2015, a copy of the death certificate filed on October 28, 2015 in Book 2139 at Page 327; leaving the survivorship interest to Anne C. Hall. Subsequently, Anne C. Hall died June 3, 2024, leaving her interest in the subject property to The Personal Representative, if any, whose name is unknown, of the Estate of Anne C. Hall; and any other Heirs-at-Law or Devisees of Anne C. Hall, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe. TMS No. 28-00-04-015 Property Address: 248 Madison Shores Drive, Westminster, SC 29693. TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of Court at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Clerk of Court may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 5.5600%. THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES. No personal or deficiency judgment being demanded, the bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately. NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date. Riley Pope & Laney, LLC Post Office Box 11412 Columbia, SC 29211 (803) 799-9993 Attorneys for Plaintiff 7904

The City of Seneca is accepting grant applications for the use of Hospitality Tax monies. Approximately \$10,000 in funding is available. The deadline to apply is Wednesday, May 20, 2026, at 5:00 pm at the Seneca City Hall. These funds are available for tourism related projects, programs, events, and promotions. Applicants must propose to use funds for the promotion of tourism in Seneca. Applications are available on the city's website: www.seneca.sc.us and at Seneca City Hall located at 221 E. N. First St, Seneca, SC 29678. For more information or an application contact City Hall at 864-885-2700.

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Great located at 600 Shiloh Rd Seneca, SC 29678 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 5/22/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Mary Davenport; Sheena C Hunter; To The Estate Of Wanda Jones; Anjel Sicard; Crystal Goodine; Briana Cleveland; Briana Cleveland; Romello Tabron; Tiffany Guinn; Glenn Zebs; Kelly Ann Abrams; Marsha P Hapeshis; Cheryl Jordan. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Anderson2 located at 3508 Hopewell Rd Anderson SC 29621 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 5/22/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Joyce Wilson; Joyce Wilson; Kellen Pournory; Shelby Adams. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Boat located at 1448 Blue Ridge Blvd Seneca SC 29672 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 5/22/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Robert Griffin; Aivi Le; Jordan Humphrey; Karriegan Ramsey; Rachel Langston. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Anderson located at 3215 N Highway 81 Anderson SC 29621 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.storage-treasures.com on 5/22/2026 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Tomeca Ware; Horace Alexander; Anthony Winfield; Lori Davis. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Sale
C/A No: 2025-CP-37-01018 BY VIRTUE OF A DECREE OF THE COURT OF COMMON PLEAS for Oconee County, South Carolina, heretofore issued in the case of TH MSR Holdings LLC vs. Julie A Taylor; Aaron D Taylor I, the undersigned as Clerk of Court for Oconee County, will sell on June 1, 2026 at 11:00 AM at Oconee County Court House, Walhalla, South Caro-

lina 29691 to the highest bidder : Legal Description and Property Address: All those certain pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, being described as Lot No. 3 and Lot No. 4 as shown and more fully described on a plat thereof prepared by W.M. Fennell, said plat being recorded in the Register of Deeds Office for Oconee County, SC in Plat Book H at Page 28. Reference is hereby made to said plat for a more complete metes and bounds description thereof. This being the same property conveyed to Julie A. Taylor and Aaron D. Taylor, as joint tenants with rights of survivorship, and not as tenants in common, by deed of Kimberly A. Taylor and Charles Jason Taylor, dated August 2, 2022 and recorded August 8, 2022 in Deed Book 2842 at Page 329, in the Office of the Register of Deeds for Oconee County, South Carolina. 585 West Oak Highway Westminster, SC 29693 TMS# 264-00-02-022 TERMS OF SALE : For cash. Interest at the current rate of 6% 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, 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
Foundation Legal Group
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

AUCTION 5/14/26 @ 10am
Upstate Properties Self Storage
430 E Main St, Salem, SC
Unit C33 J Gibson Luggage, End Table
Bins, Cat towers Camp stove, Tent
Flocking Chair, Bags Houseware/Decor, Boxes Backpack, Cradle, Clothing
All contents for auction unless paid in full by owner prior to sale time.
Bidders: Cash only
864-719-4632

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE county, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.
Estate: RAY ALLEN PARTIN
Date of Death: 3/31/2026
Case Number: 2026ES3700254
Personal Representative: WAUNITA PARTIN
Address: 423 STEWART ROAD WALHALLA, SC 29691
Attorney, if applicable:
Address: Co - Personal Representative: RAY ANTHONY PARTIN
Address: 134 HOLLY RIDGE DRIVE WALHALLA, SC 29691

Estate: DORIS ANN LOTHER
Date of Death: 4/7/2026
Case Number: 2026ES3700261
Personal Representative: CHARLOTTE SEGARS
Address: 135 STALLION WAY MARTIN, GA 30557
Attorney, if applicable:
Address: Co - Personal Representative: TRACEY ROACH
Address: 3041 HWY 243 FAIR PLAY, SC 29643

Estate: EDWARD GREY HODGES JR
Date of Death: 1/3/2026
Case Number: 2026ES3700271
Personal Representative: CHRISTOPHER GREY HODGES
Address: 225 RIVERBEND ROAD FAIR PLAY, SC 29643
Attorney, if applicable: M. ED MCLAURIN
Address: POST OFFICE BOX 1900 10 COMMONS BOULEVARD

Estate: GREGORY CALVIN YORK
Date of Death: 3/16/2026
Case Number: 2026ES3700240
Personal Representative: MARTHA YORK
Address: 1365 DAMASCUS CHURCH RD LONG CREEK, SC 29658

Estate: TYLER BENNETT HUNEYCUTT III
Date of Death: 4/18/2026
Case Number: 2026ES3700276
Personal Representative: LISA HUNEYCUTT BURGESS
Address: 249 KELLEY DRIVE TUSCUMBIA, AL 35674

Estate: RUBY CHAPPELL PEARSON
Date of Death: 4/28/2025
Case Number: 2025ES3700420
Personal Representative: CLARENCE JEFFREY PEARSON
Address: 143 EMERALD ROAD SENECA, SC 29678

Estate: THOMAS ANDREW GENOBLE
Date of Death: 4/7/2026
Case Number: 2026ES3700256
Personal Representative: BETTY WHAM GENOBLE
Address: 9623 HIGHLANDS HWY MOUNTAIN REST, SC 29664

Estate: DANIEL ARTHUR MAYER
Date of Death: 7/25/2025
Case Number: 2026ES3700213
Personal Representative: ALYSIA A JANIK
Address: 6725 MOYER ROAD LOCKPORT, NY 14094

NOTICE TO CREDITORS OF ESTATES

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

of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.
Estate: LAURA ELAINE LUSK
Date of Death: 8/6/2025
Case Number: 2025ES3700707
Personal Representative: BENJAMIN LUSK
Address: 4 JAMES ST SENECA, SC 29678

Estate: JAMES BRADLEY ROGERS
Date of Death: 10/15/2025
Case Number: 2026ES3700038
Personal Representative: MARY G CAMPBELL
Address: 15286 S HWY 11 FAIR PLAY SC 29643
Attorney, if applicable: EMMA W MORRIS
Address: PO BOX 795 SENECA SC 29679

Estate: MARGARET LOIS MORGAN
Date of Death: 1/18/2026
Case Number: 2026ES3700050
Personal Representative: ANTHONY C SHELTON
Address: PO BOX 761 WHITTIER, NC 28789
Attorney, if applicable: BRITTANY D MCCPHILLIPS
Address: 300 W COLEMAN BLVD STE 100 MOUNT PLEASANT, SC 29664

Estate: CHARLES RANDALL SMITH
Date of Death: 3/15/2026
Case Number: 2026ES3700211
Personal Representative: SUSAN BRIGHT SMITH
Address: 2021 SUNSET DRIVE SENECA, SC 29672

Estate: PATRICIA M LEARNARD
Date of Death: 3/27/2026
Case Number: 2026ES3700224
Personal Representative: KRISTEN LEARNARD MEAZELL
Address: 317 WILD HERON ROAD SAINT SIMONS ISLAND, GA 31522

Estate: JACKIE CALVIN COPELAND
Date of Death: 3/15/2026
Case Number: 2026ES3700245
Personal Representative: TIMOTHY J COPELAND
Address: 242 CEDAR WOOD RANCH ROAD WESTMINSTER, SC 29693

Estate: SARAH ELIZABETH DAVIS OWENS
Date of Death: 4/12/2026
Case Number: 2026ES3700274
Personal Representative: NELL FLO-RINE OWENS
Address: 359 STEWART ROAD WALHALLA, SC 29691

Estate: ROBERT LYLE NELSON
Date of Death: 3/29/2026
Case Number: 2026ES3700280
Personal Representative: ALLEN PAUL SUMMERFORD
Address: 535 HERTFORD STREET RALEIGH, NC 27609
Attorney, if applicable: EMMA W MORRIS
Address: PO BOX 795 SENECA, SC 29679

Estate: EMILY JANE SWAFFORD
Date of Death: 5/17/2025
Case Number: 2026ES3700120
Personal Representative: SHERRI MELINDA CASE
Address: 883 N OLD MILL RD EASLEY, SC 29640

Estate: WALTER CHARLES KORMELINK AKA CHARLES KORMELINK
Date of Death: 10/22/2025
Case Number: 2026ES3700108
Personal Representative: MINDY LEE ROOK
Address: 88 FORESTVIEW LANE AURORA, IL 60502
Attorney, if applicable: EMMA MORRIS
Address: PO BOX 795 SENECA, SC 29679

Estate: EMILY JANE SWAFFORD
Date of Death: 5/17/2025
Case Number: 2026ES3700120
Personal Representative: SHERRI MELINDA CASE
Address: 883 N OLD MILL RD EASLEY, SC 29640

NOTICE TO CREDITORS OF ESTATES

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Estate: DEBORAH ANN SMITH
Date of Death: 4/23/2026
Case Number: 2026ES3700287
Personal Representative: CLYDE E. SMITH
Address: 475 MARETT ROAD WESTMINSTER, SC 29693

Estate: TERRY LANE GIBSON
Date of Death: 3/16/2026
Case Number: 2026ES3700298
Personal Representative: JAMES FRANKLIN ROY GIBSON
Address: 465 COFFEE ROAD WALHALLA, SC 29691

Estate: GAIL LIPTON AKA GAIL METHENY LIPTON AKA GAIL M LIPTON
Date of Death: 3/3/2026
Case Number: 2026ESS3700303
Personal Representative: MAUREEN ADAMS
Address: 30256 WINCHESTER DRIVE SENECA, SC 29678
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLES #39-S NEST DRIVE SENECA, SC 29678

Estate: JANICE EMILY NEAL
Date of Death: 1/23/2026
Case Number: 2026ES3700063
Personal Representative: CONNIE YEARWOOD
Address: 80 PHILLIPS RD TOCCOA GA 30577
Attorney, if applicable: RICHARD MCDUFF
Address: 135 C EAGLES NEST DR SENECA SC 29678

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS C/A No.: 2025-CP-37-00863 NFCU, Plaintiff, v. Brendan Andrew Messer, Defendant(s). SUMMONS AND NOTICES (FOR JUDICIAL PURSUIT) OF REAL ESTATE

MORTGAGE TO THE DEFENDANT(S) ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for Plaintiff.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure. YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10 th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto. NOTICE OF FILING COMPLAINT TO THE DEFENDANTS ABOVE NAMED: YOU WILL PLEASE TAKE NOTICE that the original Complaint and Certificate of Exemption from ADR in the above-entitled action were filed in the Office of the Clerk of Court for Oconee County on September 22, 2025. A Notice of Foreclosure Intervention was also filed in the Clerk of Court's Office, Brock & Scott, PLLC, 3800 Fernandina Road, Suite 110 Columbia, SC 29210. Phone (803) 454-3540 Fax (803) 454-3541 Attorneys for Plaintiff

INVITATION TO BID
Oconee County will accept proposals for RFP 25-04 Professional On-Call Engineering Consulting Services, until June 16, 2026 at 2:00 pm, EST; at which time they will be publicly opened. Specifications may be obtained from Oconee County Procurement Office, 415 S. Pine Street, Walhalla, SC 29691, telephone (864) 638-4141 or at the County's E-bidding portal https://oconeesc.bonfirehub.com/portal/?tab=openOpportunities Oconee County reserves the right to reject any or all proposals, to waive any technicalities and informalities, and to accept the proposal deemed to be in the best interest of the County.

NOTICE OF APPLICATION
Notice is hereby given that 7 LEGUAS MEXICAN RESTAURANT #2 LLC 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, Wine & Liquor at 15 LAKESIDE CIRCLE FAIR PLAY, SC, 29643 To object to the issuance of this permit/license, written protest must be postmarked no later than May 15th, 2026. 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.

Oconee County Council will hold a special meeting and public hearing at 1 pm on Wednesday, June 3, 2026 in the multi-purpose room at Tri-County Technical College, Oconee campus, located at 552 Education Way, Westminster, SC 29611 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, 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 BY THE COUNTY AS PROJECT DEER, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

The Oconee County Transportation Committee meeting scheduled for Tuesday, May 19, 2026 has been CANCELLED.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE FAMILY COURT TENTH JUDICIAL CIRCUIT John Marvin Leech and Tina Marie Leech, Plaintiffs, v. Jimmy Matthis Smith, and minors Angel Nicole Smith, Kinsley Marie Bagwell, And John Thomas Leech, Defendants. SUMMONS Docket No. 2026-DR-37-00141 TO THE DEFENDANT ABOVE-NAMED: YOU ARE HEREBY SUMMONED and notified that an action has been filed against you in this court. Within thirty (30) days of the day you receive this Summons, you must respond in writing to the Complaint by filing an Answer with this court. You must also serve a copy of your Answer to the Plaintiff's Attorney at the address shown below. If you fail to answer the Complaint, judgment by default could be rendered against you for the relief requested in the Complaint. Date: April 2, 2026 2026 Greenville, South Carolina S/ Amy R. Callaway, Esq. Attorney for Plaintiffs 112 Lovett Drive Greenville, South Carolina 29607 (864) 234-7304

STATE OF SOUTH CAROLINA IN THE FAMILY COURT COUNTY OF OCONEE C.A. NO.: 2026-DR-37-00141 John Marvin Leech and Tina Marie Leech, Plaintiffs,

VS. Jimmy Matthis Smith, and minors Angel Nicole Smith, Kinsley Marie Bagwell, and John Thomas Leech, Defendants.

COMPLAINT FOR ADOPTION AND TERMINATION OF PARENTAL

1. The Plaintiffs and minor children, Angel Nicole Smith, Kinsley Marie Bagwell, and John Thomas Leech are citizens and residents of the County of Oconee, State of South Carolina. This Court has jurisdiction of the parties and subject matter of this case. 2. The Plaintiffs are the maternal grandparents of the minor children. The Plaintiffs are the parent of LeAnn Elizabeth Leech, who is the biological mother of all three children. 3. The minor child Angel Nicole Smith was born on August 5, 2016 in Seneca, South Carolina, and her biological parents are LeAnn Elizabeth Leech and Jimmy Matthis Smith. 4. The minor child Kinsley Marie Smith was born on May 4, 2021 in Seneca, South Carolina, and her biological parents are LeAnn Elizabeth Leech and Timothy Thomas Bagwell. 5. The minor child John Thomas Leech was born on May 17, 2022 in Seneca, South Carolina, and his biological parents are LeAnn Elizabeth Leech and Timothy Thomas Bagwell. 6. The minor children have lived with the Plaintiffs continuously since May 11, 2023. The Plaintiffs were granted custody of the minor children by Interim Order of the Court on September 12, 2023, and by Order of Non-Emergency Removal dated October 3, 2023. 7. On February 2, 2024, LeAnn Elizabeth Leech signed a Consent and Relinquishment to terminate her parental rights to the three minor children, Angel Nicole Smith, Kinsley Marie Bagwell, and John Thomas Leech. The Plaintiffs request that the Court find that her Consent and Relinquishment was properly executed, and that her parental rights to the three minor children are forever terminated. 8. On February 2, 2024, Timothy Thomas Bagwell signed a Consent and Relinquishment to terminate his parental rights to the minor children Kinsley Marie Bagwell and John Thomas Leech. The Plaintiffs request that the Court find that his Consent and Relinquishment was properly executed, and that his parental rights to the minor children are forever terminated. 9. The Consents and Relinquishments of LeAnn Elizabeth Leech and Timothy Thomas Bagwell have been filed with the Oconee Family Court in a previous adoption case filed by the Plaintiffs (Case Number 2024-DR-37-095), and that case dropped off the docket under the 365 day rule. The Plaintiffs request the Court consolidate the previous case with the present case, for the sole purpose of using in the present case the original the Consents and Relinquishments of LeAnn Elizabeth Leech and Timothy Thomas Bagwell that were filed with the Court in the Plaintiffs previous case (Case Number 2024-DR-37-095). 10. The Defendant Jimmy Matthis Smith is the biological father of the minor child Angel Nicole Smith. He is listed as the father the minor child's birth certificate, and he is named as her father by Court Order. He has not visited or contacted the minor child since the summer of 2017, and he has never paid any child support for the minor child. The Plaintiff request that his parental rights to the minor child Angel Nicole Smith be foster terminated for willfully failing to visit her for a period in excess of six months pursuant to S.C. Code Section 63-7-257(3), and for willfully failing to support her for a period in excess of six months pursuant to S.C. Code Section 63-7-257(4). The Plaintiffs are informed and believe that it is in the best interest of the Angel Nicole Smith that the parental rights of Jimmy Matthis Smith be terminated, and the Plaintiffs request that the Court issue an Order finding it is in her best interest that Jimmy Matthis Smith's rights be terminated and that he be allowed to adopt her. 11. The Plaintiffs will file a Responsible Father Registry reflecting that no one is listed as the potential father of the minor child LeAnn Elizabeth Leech was not married when the minor children were born. No potential father other than the fathers named herein has held himself out as the father of the minor children, or supported or visited the minor children. The Plaintiffs request that the Court Order that the parental rights of all potential fathers are forever terminated. 12. The Plaintiffs request that the Court waive the pre



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

June 03, 2026 ~ 1:00 p.m.

552 Education Way, Westminster, SC

ORDINANCE 2026-11 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, 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 BY THE COUNTY AS PROJECT DEER, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

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