PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: Repairs to 973C Caterpillar Track Loader Department: Solid Waste / Vehicle Maintenance

Amount: $ 54,302.33
Contingency: $ 15,000.00
Total: $ 69,302.33

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: $79,929.68 Project Cost: $69,302.33 Balance: $10,627.35 Finance Approval: _____

Funding from Vehicle Maintenance Inventory 010-001-00040-71725 to be charged to Solid Waste Vehicle Maintenance 010-718-80718-00000

BACKGROUND DESCRIPTION:

Solid Waste currently utilizes a 2007 Caterpillar 973C Track Loader at the landfill to move material and haul debris. Due to the equipment's age and extensive hours of operation, the track loader has experienced recurring breakdowns and significant wear and tear. The engine and two front-bucket tilt cylinders now require repair.

After evaluating the cost of repairing the existing track loader versus purchasing a new one, the Vehicle Maintenance Director recommends repairing the existing equipment as the most cost-effective option.

Blanchard CAT will perform engine and cylinder repairs**,** which will include a one (1) year parts & labor warranty.

The estimated timeframe for completion of the repairs is approximately one to two months.

Staff is requesting approval of a $15,000 contingency to address unforeseen repairs or additional parts identified during the repair process. The contingency is a fixed dollar amount rather than a percentage of the repair cost. This amount is recommended due to the nature of the engine and cylinder repairs and the uncertainty regarding the condition of internal components that cannot be fully evaluated until disassembly.

Because the track loader will already be at the repair facility, the contingency will allow necessary additional repairs to proceed without delays associated with obtaining separate Council approval. Contingency funds will be used for unforeseen repairs or additional parts identified during the repair process. Any unused contingency funds will not be expended.

SPECIAL CONSIDERATIONS OR CONCERNS:

A new piece of equipment equivalent to this track loader would cost the County approximately $735,000.00, depending on options and attachments.

Blanchard CAT of Columbia, SC is the authorized dealer and repair center for Caterpillar equipment. Repairs will be coordinated through Blanchard CAT's Columbia, SC service center; however, based on scheduling and availability, the equipment may be serviced at Blanchard CAT's Simpsonville, SC location.

ATTACHMENT(S):

1. Blanchard Estimate
2. Blanchard authorized dealer / service letter

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve repairs to the 973C Caterpillar track loader by Blanchard CAT of Columbia, SC, in the amount of $54,302.33 plus $15,000.00 contingency for a total amount of $69,302.33.
2. Authorize the County Administrator to approve and sign any change orders within the contingency amount.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____

Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

COUNTY OF OCONEE
415 S PINE ST
WALHALLA SC

Estimate

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
4668000	26111017	10/7/2026	JEREMY FOSTER
PHONE NO.	**FAX NO.**	**EMAIL**	
864 710 1118		jfoster@oconeesc.com	
MODEL	**MAKE**		**SERIAL NO.**
973C	AA		0LDX00398
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**

SEGMENT: 01 DISASSEMBLE & QUOTE ENGINE (01A 1000)

NOTES:-STEAM CLEAN ENGINE, CUT AND ANALYZE OIL FILTER.
-VISUAL INSPECTION OF ALL ENGINE COMPONENTS IN ACCORDANCE WITH REUSABILITY GUIDELINES.
-REPLACE WITH CAT REMAN COMPONENTS OR REBUILD OIL PUMP, WATER PUMP, CYLINDER HEAD/S, OIL COOLER, FUEL INJECTION NOZZLES, CYLINDER PACKS, TURBOCHARGER AND AIR COMPRESSOR (IF APPLICABLE).
-INSTALL NEW MAIN BEARINGS, ROD BEARINGS, TIMING GEAR BEARINGS AND THRUST PLATES AS REQUIRED.
-REPLACE FRONT AND REAR CRANKSHAFT SEALS.
-INSPECT/REPLACE SPACER PLATE IF NEEDED.
-REPLACE NRS COOLER IF APPLICABLE.
-REPLACE EXHAUST MANIFOLD MOUNTING HARDWARE.
-CHECK/UPDATE ENGINE SOFTWARE AS NEEDED.
-REPLACE ENGINE MOUNTED FUEL FILTERS.
-REPLACE ENGINE CRANKCASE BREATHER.
-REPLACE HOSE AND CLAMPS FOR TURBO TO INTAKE AIR.
-REPLACE HOSE AND CLAMPS FOR WATER PUMP TO COOLER.
-INSTALL NEW GASKETS AND SEALS TO COMPLETE ABOVE.
-FILL WITH CAT OIL AND INSTALL NEW OIL FILTER/S.
-CONDUCT APPROXIMATELY4-HOUR DYNO TEST OF ENGINE TO INCLUDE CUT AND ANALYZING OF 2 OIL FILTERS.
-PAINT ENGINE, OPENINGS SEALED AND PREP TO SHIP.
**********EXCLUSIONS BELOW**********
DOES NOT INCLUDE ANY PARTS FREIGHT OR EMERGENCY CHARGES
DOES NOT INCLUDE REMOVAL AND INSTALLATION OF THE ENGINE
DOES NOT INCLUDE ANY TRANSPORTATION CHARGES
DOES NOT INCLUDE CHARGES FOR NON-CAT PARTS AND OTHERWISE, UNACCEPTABLE REMAN CORES TO INCLUDE DIFFERENCE BETWEEN PARTIAL AND GOOD CORE CHARGES
DOES NOT INCLUDE HEUI PUMP OR PUMP DRIVE GP REPAIRS OTHER THAN BEARINGS AND SEALS

DOES NOT INCLUDE REPAIRS TO FUEL INJECTION PUMP AND DRIVE GROUP
DOES NOT INCLUDE ELECTRICAL REPAIRS OR REPLACEMENT OF WIRING, WIRE HARNESSES, SWITCHES, SENSORS, SOLENOIDS, SENDERS, STARTER/S AND ALTERNATOR
DOES NOT INCLUDE FREON COMPRESSOR REPAIRS
DOES NOT INCLUDE HOSES (UNLESS MENTIONED ABOVE) FUEL/OIL LINES, PULLEYS, BELTS AND AIR FILTERS
DOES NOT INCLUDE ANY MAJOR CASTINGS
DOES NOT INCLUDE CRANKSHAFT RECONDITIONING OR REPLACEMENT
DOES NOT INCLUDE CYLINDER BLOCK MACHINING OR REPAIRS TO INCLUDE COUNTERBORING FOR PROPER LINER PROJECTION
DOES NOT INCLUDE RADIATOR, TRANS COOLER OR AFTERCOOLER/S
DOES NOT INCLUDE PRODUCT IMPROVEMENT UPDATES UNLESS IT IS COMPONENT REPLACED IN STD JOB
DOES NOT INCLUDE VALVE MECHANISM REPAIRS OR REPLACEMENT INCLUDING ROCKER ARMS AND SHAFTS, SHAFT SPRINGS, LIFTERS AND PUSHRODS
DOES NOT INCLUDE ANY APPLICABLE TAXES OR SUPPLIES AND ENVIRONMENTAL CHARGES
ANY AND ALL OTHER ITEMS NOT SPECIFICALLY MENTIONED AS INCLUDED ARE NOT INCLUDED
**

Parts

Qty	Item Number	Description	Unit/Disc. Price	Ext Price
1	20R5406	BLOCK G LONG	23,703.13	23,703.13
1	20R5406	CORE	8,254.22	0.00
1	3613836	KIT-GASKET(R	145.63	145.63
1	4253656	KIT GASKET	255.67	255.67
1	4262157	KIT GASKET	165.88	165.88
1	4275967	KIT GASKET	184.85	184.85
1	4303948	KIT GASKET	192.58	192.58
1	2854106	SEAL	87.08	87.08
1	2683490	SEAL AS	123.95	123.95
2	7C1493	VALVE-BYPASS	30.75	61.50
2	2423864	SPRING-BYPASS	14.25	28.50
1	2806794	HOSE-WATER	10.54	10.54
1	1914457	GASKET	5.43	5.43
2	3473148	CLAMP BAND	6.71	13.42
12	9X6620	LOCK NUT	8.63	103.56
6	1613411	GASKET	5.76	34.56
12	1163715	STUD-TAPERLOCK	19.36	232.32
12	6V5839	WASHER-HARD	0.70	8.40
1	2M4453	SEAL O-RING	2.02	2.02
1	4J0525	SEAL O RING	4.72	4.72

1	20R0259	WATER PUMP GROUP	440.87	440.87
1	20R0259	CORE	360.74	0.00
6	20R8968	INJECTOR GP	776.04	4,656.24
6	20R8968	CORE	231.79	0.00
1	10R9749	TURBO GP BAS	3,156.66	3,156.66
1	10R9749	CORE	1,188.40	0.00
6	2974841	KIT-GASKET-S	53.35	320.10
1	6N1558	RING-SEAL	9.22	9.22
3	6V4249	BOLT	1.39	4.17
3	6V5839	WASHER-HARD	0.70	2.10
1	2289100	BELT	64.30	64.30
1	0619455	SEAL	19.47	19.47
2	1R1808	FILTER-ENGINE OIL	44.41	88.82
1	2485513	REGULATOR-WATER	81.53	81.53
1	1R0762	FILTER-FUEL	36.47	36.47
1	1W2431	CLAMP-EXHAUST	75.84	75.84
5	439-4571	CLIP-LOOP	7.87	39.35
1	546-2154	HARNESS AS	221.64	221.64
5	440-0881	BOLT-HEX SKT	4.28	21.40
8	8T9548GLS	15W40 ENG BLK	22.50	180.00
17	DIESELSS	DIESEL FUEL	5.30	90.10

Total Parts: 34,872.02

Labor

Description	Qty	Unit Price	Discount%	Ext Price
S/J LABOR	70	188.00	0	13,160.00

Total Labor: 13,160.00

Misc

Description	Qty	Unit Price	Discount%	Ext Price
DISCOUNT	1	-1,080.00	0	-1,080.00
TAX	1	2,929.65	0	2,929.65

Total Misc: 1,849.65

Segment 01 Total: 49,881.67

SEGMENT: 10 RECONDITION TILT CYLINDER FRONT BUCKET TWO ASSEMBLIES (020 5104 LQ 2)
NOTES:CLEAN AND DISASSEMBLE CYLINDER ASSEMBLY.
INSPECT CYLINDER, ROD, HEAD & PISTON FOR WEAR.
NOTIFY IF ADDITIONAL PARTS ARE NEEDED.
CHECK CYL BORE SIZE & CHECK ROD FOR STRAIGHTNESS.
VERIFY CYLINDER GROUP NUMBER.
CLEAN ALL PARTS FOR ASSEMBLY.
LIGHT POLISH ON ROD & LIGHT HONE IN CYL BARREL.
ASSEMBLE WITH ALL NEW SEALS, RINGS & GASKETS.

TORQUE PISTON RETAINING NUT/BOLT TO PROPER TORQUE.
REPLACE MOUNT EYE DIRT SEALS (IF APPLICABLE).
SUPPLY LINE SEALS.
DOES NOT INCLUDE REMOVE & INSTALL
DOES NOT INCLUDE REPAIRING OR REPLACEMENT OF CYLINDER, ROD, PISTON, HEAD, CROWN, STOP, HARDWARE, OIL OR MOUNTING BEARINGS

Parts

Qty	Item Number	Description	Unit/Disc. Price	Ext Price
2	2450612	KIT-SEAL-H	282.47	564.94
4	3G0707	BEARING	185.54	742.16
2	8T0777	RING-WEAR	23.65	47.30
2	4J3518	RING	72.50	145.00
2	9F2167	SCREW	7.87	15.74
2	3B8489	FITTING-GREASE	3.04	6.08
8	7K-9212	SEAL-LIP TYPE	28.43	227.44
			Total Parts:	**1,748.66**

Labor

Description	Qty	Unit Price	Discount%	Ext Price
S/J LABOR (2 ASSEMBLIES)	12	167.00	0	2,004.00
REMOVE AND REPLACE BEARINGS (4 EA.)	4	167.00	0	668.00
			Total Labor:	**2,672.00**

Segment 10 Total:	**4,420.66**
Total Estimate:	**54,302.33**
SUB TOTAL (BEFORE TAXES)	**54,302.33**

ESTIMATED REPAIR TIME:_____ from start date
"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ Authorized Name: _____ (Please Print)

Date: ____/_____/_____ _____ (Signature)

CONTACT INFORMATION:

Prepared by: Daniel Ross Phone(O): Phone(C): Email: dross@blanchardmachinery.com Fax:

This estimate will expire 30 days from the estimate date.
Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
Terms: Net 10th Prox.
Sales Taxes where applicable are not included with the above prices.
Customer will be notified upon teardown and/or inspection of any additional parts or labor that may be needed to complete this repair. Parts and/or Labor not covered by this estimate will be additional and a revised estimate will be given.
This estimate may include Remanufactured or Exchange components as noted. The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines. Some core charges may qualify for full, partial or zero credit.

CATERPILLAR®

Caterpillar Inc.

5205 N O'Connor Blvd, STE 100
Irving, TX 75039

January 28, 2025

"Attn" Madison Addington
Oconee County Procurement
415 S. Pine St
Walhalla, SC 29691

RE: Authorized Cat Dealer

To Madison:

Blanchard Machinery Company, with its primary offices at 3151 Charleston Hwy, West Columbia, SC 29172 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, oils and spare parts ("Cat® products"). As an authorized Cat dealer, Dealer provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

IN THE STATE OF SOUTH CAROLINA: The entire state.

Dealer is the only Cat dealer with approved business locations in the Service Territory; however, Cat dealers may sell or service Cat® Products outside their respective Service Territory.

If you have any questions concerning Caterpillar or Cat dealers, or require additional information, please contact me directly.

Sincerely,

Trisha Romero
Signature

Trisha Romero
Director Regional Dealer Finance
Americas Distribution & Service Division
Email: Romero_Trisha@cat.com

Caterpillar: Confidential Green

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: Dell Computers & Monitors for Primary 911 and Backup 911 Centers Department: Communications Amount: $172,040.09

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: $**200,000.00** Project Cost: **$172,040.09** **Balance: $27,959.91** Finance Approval: _____

Budget Code: 225-104-50840-19070 $147,580.80 and 225-104-40045-19070 $24,459.29

BACKGROUND DESCRIPTION:

This purchase is for twenty-four (24) Dell Pro Max Tower T2 desktop computers and forty (40) Dell Pro 32 Plus 4K USB-C Hub Monitors to replace existing computers and monitors used for the E-911 Computer-Aided Dispatch (CAD) system in the Communications Department.

Each computer includes an Intel Core Ultra 9 processor, 64 GB of memory, a 1 TB solid-state drive, dual NVIDIA RTX A1000 graphics cards, Windows 11 Pro, and five-year ProSupport with next-business-day onsite service after remote diagnosis.

The Oconee County E-911 Center serves as the only Public Safety Answering Point in Oconee County and relies heavily on Computer-Aided Dispatch (CAD) for day-to-day operations. The current CAD computers were purchased in 2019. Although they have been upgraded, they have slowed significantly and are experiencing hardware failures.

This purchase will replace all CAD computers and monitors in the primary and backup 911 centers and is eligible for reimbursement from the State.

SPECIAL CONSIDERATIONS OR CONCERNS:

The computers and monitors will be purchased from Dell Marketing, L.P. utilizing South Carolina State Contract #4400032694, established through the State's Participating Addendum to NASPO ValuePoint Master Agreement #23026 for PCs, Servers, Storage, and Peripherals.

ATTACHMENT(S):

1. Dell E-Quotes
2. SC State Contract Information

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of twenty-four (24) Dell Pro Max Tower T2 desktop computers and forty (40) Dell Pro 32 Plus monitors from Dell for the Communications Department in the amount of $172,040.09.

Submitted or Prepared By:_____ **Approved for Submittal to Council:** _____

Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

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A calendar with due dates marked may be obtained from the Clerk to Council.

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000207996315.1**
Total (USD):	**$24,459.29**
eQuote Name:	e911 - Monitor Refresh
eQuote Creator:	cbelcher@oconeelaw.com
Quoted On:	Oct. 29, 2026
Expires By:	Nov. 28, 2026
Company Name:	-
Customer Number:	-
Premier Page Name:	OCONEE_COUNTY_SC NASPO ValuePoint 4400011358 / WN29AGW
Contract Name:	Dell NASPO Computer Equipment PA - South Carolina
Contract Code:	C000001099515
Customer Agreement Number:	23026 / 4400032694

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE	**40**	**$812.49**	**$576.87**	**$23,074.80**
Premier discount		- $235.62		

Subtotal:	**$23,074.80**
Shipping:	**$0.00**
Estimated Tax:	**$1,384.49**
Total (USD):	**$24,459.29**

Shipping Address:
Oconee County Sheriff's Office
Belcher Chris
300 S Church St
Communications
Walhalla , SC 29691-2126

Shipping Method:
FREE Standard Delivery

Product Details

		Qty	Unit Price	Subtotal
	Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE (210-BRJC) Order Code: p3225qesap	**40**	**$576.87**	**$23,074.80**

Module	Description	Product Code	SKU	Qty
Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE	Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE	GRZ7YWE	210-BRJC	1
Standard Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G0LJAHI	844-1960,844-1966	1

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000207783597.1**
Total (USD):	**$147,580.80**
eQuote Name:	E-911-All_CAD-REPLACEMENT-24
eQuote Creator:	cbelcher@oconeelaw.com
Quoted On:	Oct. 20, 2026
Expires By:	Nov. 19, 2026
Company Name:	
Customer Number:	-
Premier Page Name:	OCONEE_COUNTY_SC NASPO ValuePoint
Contract Name:	Dell NASPO Computer Equipment PA - South Carolina
Contract Code:	C000001099515
Customer Agreement Number:	23026 / 4400032694

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Pro Max Tower T2 Desktop	**24**	**$9,295.57**	**$5,801.13**	**$139,227.12**
Premier discount		- $3,494.44		
			Subtotal:	**$139,227.12**
			Shipping:	**$0.00**
			Estimated Tax:	**$8,353.68**
			Total (USD):	**$147,580.80**

Shipping Address:
Oconee County Sheriff's Office
Belcher Chris
300 S Church St
Communications
Walhalla , SC 29691-2126

Shipping Method:
FREE Standard Delivery

Product Details



	Qty	Unit Price	Subtotal
Dell Pro Max Tower T2 Desktop (210-BPSQ) Order Code: xcto_fct2250_usrfs	**24**	**$5,801.13**	**$139,227.12**

Module	Description	Product Code	SKU	Qty
Dell Pro Max Tower T2 FCT2250	Dell Pro Max Tower T2 (FCT2250) CTO Base	GK6P2CL	210-BPSQ	1
Processor	Intel® Core™ Ultra 9 285K (24 cores, up to 5.7 GHz, 125 W)	GPZ7TKE	338-CSBX	1
Operating System	Windows 11 Pro	G0YF5BA	619-BBPM	1
Keyboard	Dell Pro 7 Slim Keyboard and Mouse - KM726 - Black - US English	GY705L1	580-BDLL	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Graphics	Dual NVIDIA® RTX™ A1000, 8 GB GDDR6, 8 mDP to DP adapters	G9TKHSC	490-BKVB	1
Cables - Multi select	No Additional Cable	GIX0L8M	379-BBCY	1
Memory	64GB: 2 x 32 GB, DDR5, 5600 MT/s, non-ECC	GCIA3FQ	370-BCTX	1
Storage	No Hard Drive	G2GK4IX	400-BSYT	1
2nd Hard Disk Drive	No Hard Drive	G2GK4IX	400-BSYT	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Wireless	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card	GT94AGS	555-BLXC,555-BLXV	1
Systems Management	Intel vPro Enterprise	GYM6DBG	631-BCDS	1
E-Star	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	System Power Cord C13 (US 125V, 15A)	GPYN5HX	450-AHDU	1
Documentation/Disks	Documentation	GUX97AW	340-DNBV	1
Driver	Intel BE200 WLAN Driver	G69XAZJ	555-BMBC	1
Packaging	DAO Shipping Material	GVDH9FL	340-CBUU,340-DTSS	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Cables and Dongles	3.5" HDD/ODD Y type power cable for front access bay	GZ5L1OU	470-BDNW	1
Placemat	Quick Setup Guide	GRO396K	340-DTYP,389-FKHB	1
Chassis Options	Dell Pro Max Tower T2 with 750W (80 Plus Platinum) PSU, DAO	G84B2M9	321-BPCC	1
UPC Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Dell Precision / Pro Max Desktops TPM	G1MEH6P	340-ACBY	1
Monitor Stands	No Stand	GK0645E	575-BBCH	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Network Card	No Additional Network Card Selected (Integrated NIC included)	GPQ31WV	555-BBJO	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Optional USB and Video Ports	Optional 5GbE LAN NIC	G1GH270	382-BBQC	1
Cable Cover	Cable Cover	GVM8P4F	325-BGHX	1
Thermal Cooling	Premium CPU Air Cooler	GI4EF0Q	412-BCBJ	1
Processor Branding	Intel® Core™ Ultra 9 vPro Processor Label	GY6T9HC	389-FKKC	1
PCIe I/O Add-in-cards	Not selected in this configuration	GY2RECF	817-BBBC	1
Intel Responsiveness Technologies	Intel Rapid Storage Technology Driver	GILYRQ3	409-BCYV	1
Optical Software	CyberLink Media Suite Essentials for Windows OS and DVD Drive (without Media)	GWNM30Y	658-BBTV	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1

1st M.2 NVMe SSD	1 TB Performance SSD, Gen5, SED Ready	GEWH4I0	400-BTHW	1
Optical Drive	8x DVD+/-RW 9.5mm RAM ODD	GDVYZP7	429-BBCM	1
Label	DAO REGULATORY LABEL 750W	GP9AJ8F	389-FSPJ	1
Graphics Holder	T2 Graphic Card Holder	GXLJ275	490-BKWX	1
Storage configuration (Boot Drive)	Internal M.2 SSD Boot + Optional Internal M.2 SSD + cables for 3.5" internal SATA	GT8YH4V	449-BCJN	1
Fan	No Fans Included	GYH8SJ6	384-BDRW	1
Additional M.2 NVMe SSD	No Hard Drive	G2GK4IX	400-BSYT	1
Serial Port/PS2 Adapter	Not selected in this configuration	GY2RECF	817-BBBC	1
3rd Storage	No Hard Drive	G2GK4IX	400-BSYT	1
Media Card Reader	Media Card Reader	GM2476E	385-BBTZ	1
Speakers	Internal Speaker for Precision	GUXA8NO	520-AAVW	1
Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GH39PU7	716-0749,716-0753,716-0806,989-3449	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Max Tower T2 FCT2250	GJO89TL	658-BFVQ	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Division of
Procurement Services

Statewide Term Contracts

PCs, Servers, Storage, Peripherals (Dell)

Classification	Contract Type Manager	Phone#
Information Technology Cooperative	Yolanda Cohen	1-803-737-9854

Description:

Dell Desktops, Laptops, Tablets, Servers, Storage, and Peripherals

Dell Marketing, L.P.

Start Date: 11/01/2023 | **End Date:** 06/30/2028

Contract#: 4400032694

Solicitation#: Master Agreement# 23026

- NASPO Master Agreement
- SC Participating Addendum

Vendor: Dell Marketing LP
Contract#: 4400032694
Vendor#: 7000037741
Address: One Dell Way, MS RR1-33, Round Rock, TX 78682

Contact: Vlasta Mayfield, Interim Contract Program Manager
Email: Vlasta_Mayfield@Dell.com
Contact: Arup Baul - Contract Manager
Email: DellContractOpsUSEast@dell.com
Contact: Ashley Salinas - NASPO ValuePoint Program Manager
Phone#: (512) 542-1237
Email: A.Salinas@dell.com
Contact: Olivia Fuccello - Inside Account Manager (State Agencies)
Phone#: (512) 513-9163
Email: olivia_fuccello@dell.com
Contact: Scott Wilkins - Inside Account Manager (K12)
Phone#: (866) 537-0706 x 5139139
Email: scott_wilkins@dell.com
Contact: Laura Burns - Inside Account Manager (K12, HIED)
Phone#: (512) 513-8189
Email: laura_burns@dell.com
Contact: Adam Paramo - Inside Account Manager (Local Gov, K12, HIED)
Phone#: (512) 513-9025
Email: adam_paramo@dell.com
Contact: Stephen Dunn - Inside Account Executive (Local Gov, Health)
Phone#: (512) 513-8488
Email: Stephen.Dunn@dell.com

Contact: Mike Whitaker - Inside Account Manager (Clemson, MUSC, USC)

Phone#: (512) 513-9815

Email: Mike_Whitaker@dell.com

Contact: Trenton Burke Inside Account Manager (Local Gov, HIED,K12, Health)

Phone#: (512) 725-0448

Email: Trenton_Burk@dell.com

Contact: Stowe Smith - Outside Account Executive (State Agencies)

Phone#: (803) 371-2085

Email: stowe_smith@dell.com

Contact: Laurie Tollison - Outside Account Executive (USC, Clemson, and MUSC)

Phone#: (843) 388-8778

Email: laurie_tollison@dell.com

Contact: Chad Hart - Outside Account Executive (Local Gov, K12 and HIED)

Phone#: (864) 386-1200

Email: chad_hart@dell.com

Contact: Greg Felzer - Outside Account Executive (K12 and HIED)

Phone#: (803) 402-4111

Email: greg_felzer@dell.com

Contact: Latasha Lega - Outside Account Executive (Local Gov, Health)

Phone#: (704) 290-7798

Email: latasha_lega@dell.com

Contact: Ashley Fisher - Outside Account Executive (K12)

Phone#: (404) 345-7761

Email: Ashley_F@dell.com

Vendor: Ahead Inc

Contract#: 4400033350

Vendor#: 7000287355

Contact: Will Moncrief

Phone#: 704-989-1785

Email: Will.moncrief@ahead.com

Vendor: Eastern DataComm LLC

Contract#: 4400038406

Vendor#: 7000376957

This contract replaces contract 4400033351.

Contact: Julie Allen - Inside Sales Manager

Phone#: (919)230-1004

Email: ncsales@easterndatacomm.com

Vendor: Converged LLC

Contract#: 4400033352

Vendor#: 7000231600

Address: 601 Gervais St Suite 100, Columbia, SC 29201

Phone#: 803.917.3314

Contact: Tal Lassiter - Sales

Phone#: 803.917.3314

Email: Tal.Lassiter@converged.tech

Contact: Jeffrey Flowers - Sales

Phone#: 803.917.0712

Email: Jeffrey.Flowers@converged.tech

Vendor: CDW Government Inc.

Contract#: 4400033353

Vendor#: 7000033346

Contact: Joe Goodwin - Sales Manager

Phone#: 877.325.2919

Email: joegoo@cdw.com

Contact: Leslie Smith - Field Account Manager

Phone#: 919.667.4821

Email: leslie.smith@cdwg.com

Vendor: Davenport Group Inc

Contract#: 4400033354

Vendor#: 7000083244

Email: sccontract@davenportgroup.com

Contact: Brandon Cole - Sales

Phone#: 651-765-0279

Email: sccontract@davenportgroup.com

Contact: Loren Albanese

Phone#: (651(765-0279

Email: sccontract@davenportgroup.com

Vendor: Level Solutions Group

Contract#: 4400033355

Vendor#: 7000282867

Address: 200 W Lexington Ave Ste 102, High Point, NC 27262

Phone#: (336) 517-7512

Contact: Paul DeHaan - Sales Contact

Phone#: (704) 785-0653

Email: pdehaan@LevelSG.com

Contact: Kenyon Barnett - Sales Contact

Phone#: (336) 687-4655

Email: kbarnett@LevelSG.com

Vendor: Pedestal Technology LLC

Contract#: 4400033356

Vendor#: 7000257624

Contact: Ken Kempinski

Phone#: 843-696-6352

Email: kkempinski@pedestaltechnology.com

Vendor: Pivot Technology Services Corp. dba Computacenter

Contract#: 4400033357

Vendor#: 7000306058

Address: 6025 The Corners Parkway Suite 100, Norcross, GA 30092

Contact: Matt Valesky - Sales

Phone#: 404.290.2298

Email: matt.valesky@computacenter.com

Contact: Jim Courson - Sales

Phone#: 404.376.9432

Email: jim.courson@computacenter.com

Contact: Bryan McCandless - Contract

Phone#: 210.572.1276

Email: bryan.mccandless@computacenter.com

Contact: Alexa I. Cortez - Reporting

Phone#: 210.572.1293

Email: alexa.cortez@computacenter.com

Vendor: Presidio Networked Solutions LLC

Contract#: 4400033358

Vendor#: 7000175727

Address: 1301 Gervais St. #1415, Columbia, SC 29201

Contact: Mike Whitehurst - Sales

Phone#: (919) 228-6113

Email: mwhitehurst@presidio.com

Contact: Erik Hayko - Contract Manager

Phone#: (608) 371-6750

Email: ehayko@presidio.com

Vendor: SHI International Corp.

Contract#: 4400033359

Vendor#: 7000178284

Email: southeastteam@shi.com

Contact: Steve Mikhail - Account Executive

Phone#: 864-906-1464

Email: steve_mikhail@shi.com

Contact: Nick Grappone - Public Sector Contracts Specialist

Phone#: (732) 564-8189

Email: nick_grappone@shi.com

Vendor: Team IA Inc

Contract#: 4400033360

Vendor#: 7000029785

Contact: Lori Yarborough - Sales

Phone#: 803-356-7676

Email: lorri@teamia.com

Contact: John Lester - Contracts

Phone#: (803) 356-7676

Email: jlester@teamia.com

Vendor: Winslow Technology Group LLC

Contract#: 4400033361

Vendor#: 7000210376

Contact: Paul Treado - Regional Sales Director

Phone#: 978-857-8535

Email: paul@winslowtg.com

Contact: Paul Komarov - Sr. Inside Sales Representative / End User Computing Specialist

Phone#: (615) 477-9199

Email: pkomarov@winslowtg.com

Contact: Steve Elliott - Sr. Solutions Architect

Phone#: (704) 608-1289

Email: selliott@winslowtg.com

Contact: Wes Dron - Account Executive

Phone#: (336) 202-4295

Email: wdron@winslowtg.com

Vendor: High Performance Technologies

Contract#: 4400033362

Vendor#: 7000278086

Address: 11111 Carmel Commons Blvd. Suite 340 Charlotte, NC 28226

Contact: Lee Harvin - Account Executive

Phone#: 803-917-7776

Email: lee.harvin@highperftech.com

Contact: Marty Chilton

Phone#: 704-577-2178

Email: marty.chilton@highperftech.com

Vendor: The Re-Design Group

Contract#: 4400033936

Vendor#: 7000316700

Address: 2629 Manhattan Ave, Hermosa Beach CA 90254

E-Rate SPIN number- 143053414

Contact: Phil Sanginario – President & CEO

Phone#: 310-944-8926

Email: psanginario@redesign-group.com

Contact: Alex Cox – Regional Sales Director

Phone#: 774-836-7840

Email: alex.cox@redesign-group.com

Contact: Jack Goss – Account Executive

Phone#: 978-304-6476

Email: jgoss@redesign-group.com

Contact: Remittance email address:

Email: salesopsus@redesign-group.com

Vendor: Teknicor USA Inc

Contract#: 4400034025

Vendor#: 7000334607

Address: 265 Franklin Street, Suite 1702 Boston, MA 02110

Remittance Address:
Teknicor USA Inc
DEPT 2301 PO BOX 122301
Dallas, TX 75312-2301

Ordering Physical Address:
Teknicor USA Inc.
265 Franklin Street, Suite 1702
Boston, MA 02110

Contact: Tom Tibetts

Phone#: 508-446-6800

Email: Tom_tibetts@teknicor.com

Vendor: United Data Technologies, Inc.

Contract#: 4400034026

Vendor#: 7000200994

Remittance Address:
United Data Technologies, Inc.

P.O. Box 850001, Dept# 0627
Orlando, FL 32885-0627

Ordering Physical Address:
United Data Technologies, Inc.
2900 Monarch Lakes Blvd., Suite 300
Miramar, FL 33027

Contact: Katherine Dunay

Phone#: 800-882-9919

Email: kdunay@udtonline.com

Vendor: Mark III Systems

Contract#: 4400034240

Vendor#: 7000346599

Email: Orders: pham@markiiisys.com

Address: 3600 South Gessner Rd, Suite 170, Houston TX 77063

Contact: Sales Contact: Chris Bogan

Phone#: 713-664-9850

Email: bogan@markiiisys.com

Contact: Order Contact: Phuc Pham

Phone#: 713-664-9850

Email: phuc.pham@markiiisys.com

Vendor: Data Network Solutions, Inc.

Contract#: 4400034649

Vendor#: 7000035473

Email: orders@datanetworksolutions.com

Address: 629 Lake Tide Drive, Chapin, SC 29036

Fax#: (803) 932-9914

E-RATE SPIN Number: 143021096

Contact: Fred Reavis

Phone#: 803-513-8434

Email: freavis@datanetworksolutions.com

Vendor: PiperTek, LLC

Contract#: 4400035265

Vendor#: 7000347332

Email: sales@pipertek.com

Address: 2764 Pleasant Road Suite A-555, Fort Mill, SC 29708

Remittance Address:
2764 Pleasant Road Suite A-555
Fort Mill, SC 29708

Contact: Rob Cameron

Phone#: 704-564-4939

Email: rob.cameron@pipertek.com

Vendor: Cambridge Computer Services, Inc.

Contract#: 4400035266

Vendor#: 7000316843

Email: purchasing@cambridgecomputer.com

Address: 271 Waverley Oaks Road, Suite 400, Waltham, MA 02452-8470

Fax#: 781-250-3145

E-RATE SPIN Number: 143048534

Remittance: Accounts Payable
271 Waverley Oaks Road, Suite 400
Waltham, MA 02452-8470

Contact: Shaun Hogan - Corporate & Sales Contact

Phone#: 781-250-3045

Email: shogan@cambridgecomputer.com

Contact: Jim Gordan, Contract Manager

Phone#: 508-686-6745

Email: jgordon@cambridgecomputer.com

Vendor: Flagler Technologies

Contract#: 4400036619

Vendor#: 7000367599

Email: For POs: Amber.Hrovat@flagler.io

Address: 5295 Town Center Rd. Suite 201 Boca Raton, FL 33486

Phone#: 561-299.1604

Contact: Matt Maypother - Sales Contact

Phone#: 987.660-8756

Email: Matt.Maypother@flagler.io

Vendor: Mainline Information Systems, LLC

Contract#: 4400037460

Vendor#: 7000375808

Address: 1700 Summit Lake Drive, Tallahassee, FL, 32317

06/26/2025 - Due to name change contract 4400036473 is replaced by 4400037460.

Contact: Andrew Bena

Phone#: 803-280-0283

Email: Andrew.bena@mainline.co

Vendor: Advizex Technologies

Contract#: 4400036474

Vendor#: 7000362898

Email: Orders: Patty Tommer - ptommer@advizex.com

Address: 6480 Rockside Woods Blvd. South, Suite 190 Independence, OH 44131

Phone#: 216-374-9149

Fax#: 216-901-1447

Contact: Drew Weems

Phone#: 770-335-5333

Email: dweems@advizex.com

Contact: Bruce Priddy

Phone#: 615-766-7394

Email: bpriddy@advizex.com

Contact: Jordan Rogers

Phone#: 813-230-3709

Email: jrogers@advizex.com

Contact: Sarah Mack

Phone#: 724-288-8782

Email: smack@advizex.com

Contact: Jenna Gehring

Phone#: 216-347-4539

Email: jgehring@advizex.com

Contact: Brian Swisher

Phone#: 614-562-4575

Email: bswisher@advizex.com

Contact: Chrissy Znidarsic - Technical

Phone#: 440-413-5454

Email: cznidarsic@advizex.com

Contact: Scott Hess - Technical

Phone#: 440-622-1089

Email: shess@advizex.com

Vendor: BlueAlly Technology Solutions, LLC

Contract#: 4400037455

Vendor#: 7000233491

Address: 1225 Crescent Green Suite 115

Phone#: 864-640-1343

Orders:

Prominence Tower
3475 Piedmont Road
Atlanta, GA 30305
purchaseorders@blueally.com

Remittance:
BlueAlly Technology Solutions
P.O. Box 96463
Charlotte, NC 28296-0463

Sales Contact:

Will Moncrief
wmoncrief@blueally.com
Work: 800-886-5369
Mobile: 704-989-1785

Technical Contact:
Shawayne Davis
sdavis@blueally.com
Work - 843-364-6583

Vendor: Sidepath, Inc.

Contract#: 4400040638

Vendor#: 7000383099

Email: teampatel@sidepath.com

Address: 22892 Mill Creek Dr., Laguna Hills, CA 92653

Fax#: 949-748-8706

POs: purchasing@sidepath.com

E-RATE SPIN NUBMER: 143037188

Contact: Kristen Norem

Phone#: kristen@sidepath.com

Email: 949-403-8074

Contact: Krunal Patel - Technical

Phone#: 949-396-3743

Email: krunal@sidepath.com

Division of Procurement Services

1333 Main St., Suite 700 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639

advise, acquire & administer

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- National Association of State Purchasing Officials (NASPO)
- National Institute of Governmental Purchasing (NIGP)
- Report Fraud (Office of Inspector General)
- South Carolina Enterprise Information System (SCEIS)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Procurement #: RFP 26-03 **Title: Drilling & Blasting Services** **Department: Quarry** **Amount: $900,000.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **$900,000.00** Project Cost: **$900,000.00** **Balance: $0.00** Finance Approval: _____

(*$900,000.00 Total budget reflected. Previous contract expenditures pending. Actual PO and expenditures for recommended contract will align with remaining budget amount after closing previous contract. Paid from budget code 017-719-30039-00000) OBJ

BACKGROUND DESCRIPTION:

RFP 26-03 for Drilling and Blasting Services was issued on September 10, 2026, and opened on October 1, 2026. Eleven (11) companies were originally notified of this opportunity and proposals were received from two (2) firms. An Evaluation Committee consisting of County staff reviewed and scored the proposals and recommended Maine Drilling and Blasting for award. Maine Drilling and Blasting's home office is located in Gardiner, ME. The local offices serving Oconee County are located in Van Wyck, SC, and Douglasville, GA.

ATTACHMENT(S):

1. RFP Committee Scoring Sheet

STAFF RECOMMENDATION:

It is staff's recommendation that Council:

1. Approve the award of RFP 26-03, Drilling and Blasting Services for the Oconee County Quarry, to Maine Drilling and Blasting of Gardiner, ME, for an estimated amount of $900,000.00.
2. Authorize the County Administrator to renew this contract for up to four (4) one-year periods, as long as the amount does not exceed the amount budgeted for drilling and blasting and provided the company's performance is satisfactory.

Submitted or Prepared By:_____ **Approved for Submittal to Council: _____**

Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

RFP 26-03 **Drilling and Blasting For Oconee County Quarry** **Open Date: October 1, 2026 at 2:00pm**

SCORES - 500 point scale

Bidders	Maine Drilling & Blasting Gardiner, ME	Quick North Carolina d.b.a Quick Supply Ankeny, IA		
Evaluator 1	404.00	379.00		
Evaluator 2	428.00	367.00		
Evaluator 3	400.00	379.00		
Evaluator 4	380.00	369.00		
Evaluator 5	418.00	391.00		
TOTAL SCORE	2030.00	1885.00		
RANKING	1	2		
AVERAGE SCORE	406.00	377.00		
AVERAGE RANKING	1	2		

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: Seven (7) 2027 Explorer Police Interceptors & One (1) 2027 Ford F-250 **Department: Sheriff's Office** **Amount: $383,183.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **$383,183.00** Project Cost: **$383,183.00** Balance: **$0.00** Finance Approval:_____

(Funding from Capital Equipment / (325) Vehicle Fund – 325-101-50870-00000)

BACKGROUND DESCRIPTION:

The Fiscal Year 2026–2027 Capital Replacement Plan includes seven (7) 2027 Explorer Police Interceptors and one (1) 2027 Ford F-250 Crew Cab for the Sheriff's Office Investigations, Narcotics, and/or Road Deputies. Delivery is expected within three (3) to four (4) months after the vendor receives the order.

The new vehicles will replace a 2000 Ford Crown Vic with 135,000 miles (101.66); a 2006 Ford Crown Victoria with unknown mileage due to an odometer malfunction (101.99); a 2012 Ford F-150 with 180,000 miles (101.21); a 2017 Ford Explorer with 131,000 miles, declared a total loss (101.80); a 2017 Chevrolet Tahoe with 134,000 miles, declared a total loss (101.11); a 2013 Chevrolet Tahoe with 180,000 miles (K-2); a 2010 Chevrolet Tahoe with 200,000 miles (K-1); and a 2014 Chevrolet Tahoe with 238,000 miles (101.93).

The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director has also approved this purchase.

SPECIAL CONSIDERATION(S):

Santee Automotive of Manning, SC, is an SC State Contract vendor for Ford vehicles, Contract #4400035151.
The Santee Automotive quotes include the Infrastructure Maintenance Fee (IMF) of $500 per vehicle, totaling $4,000 for eight (8) vehicles.

ATTACHMENT(S):

1. Santee Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is staff's recommendation that Council approve the purchase of seven (7) 2027 Explorer Police Interceptors and one (1) 2027 Ford F-250 from Santee Automotive of Manning, SC, in the amount of $383,183.00.

Submitted or Prepared By:_____ **Approved for Submittal to Council:** _____

Tronda C Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.



QUOTE

2027 Ford Police Interceptor Utility AWD Patrol

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Jeremy Foster
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864) 710-1118
jfoster@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number:	16565
Customer Ref:	State Contract: 4400035151
Estimate Date:	October 22, 2026
Valid Until:	December 21, 2026
Grand Total (USD):	**$324,625.00**

Units	Quantity	Price	Amount
Ford Police Interceptor Utility AWD 2027 Ford Police Interceptor AWD Model Code K8A 3.3L V6 TI-VCT Engine 10 Speed Auto Transmission Police Interior Cloth Bucket Front Seats Vinyl Rear Seats Vinyl Flooring Driver's Side Spotlight Rear Camera Bluetooth Class III Trailer Hitch Receiver Manual Police Pursuit Mode Perimeter Alert Dark Car Feature (courtesy Lamp Disabled) Police Engine Idle Cargo Dome Lamp BLIS Auxiliary Climate control (Rear Air) Rear Cross Traffic Brake Assist Pre-Collision Mitigation System 100 Watt Siren/Speaker prep Kit Upfitter Interface System Keyless Entry with Fobs (4) 8" Display Screen	7	$45,525.00	$318,675.00
Exterior Color Agate Black	7	$0.00	$0.00



QUOTE

2027 Ford Police Interceptor Utility AWD Patrol

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
Vehicle Delivery $15.00 Delivery Fee Plus $1.50 Per Mile Oconee County Vehicle Maintenance 15026 Wells Highway Seneca, South Carolina 29678	7	$350.00	$2,450.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	7	$500.00	$3,500.00

Grand Total (USD): $324,625.00

Notes / Terms

State Contract: 4400035151



QUOTE

2027 Ford F250 XL Crew Cab

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Jeremy Foster
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864) 710-1118
jfoster@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number:	16212
Customer Ref:	State Contract # 4400035151
Estimate Date:	October 22, 2026
Valid Until:	December 21, 2026
Grand Total (USD):	**$58,558.00**

Units	Quantity	Price	Amount
Ford F250 Contract Number: 4400035151 2027 Ford F250 Crew Cab XL 4x4 Model Code W2B 160" Wheelbase 6 3/4' Bed 7.3L DEVCT NA PFI V8 Gas Engine TorqShift-G Ten-Speed Automatic Transmission HD Vinyl 40/20/40 Split Bench 60/40 bench w/flip-up/fold-down Vinyl Floor Covering 3.73 Electronic Locking Axle 10,000# GVWR Package Power Equipment Group Black Platform Running Boards Trailer Tow Package (7/4 Pin) Trailer Brake Controller Power Sliding Rear Window Rear Defroster Privacy Glass Shift on the Fly 4x4 LT245/75R17E BSW A/T Tires 17" Argent Steel Wheels Synch 4: 8" Touch Screen with Bluetooth Rear View Camera Remote Keyless Entry (Two keys Standard)	1	$49,693.00	$49,693.00
Exterior Color Oxford White	1	$0.00	$0.00



QUOTE

2027 Ford F250 XL Crew Cab

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
3rd Key Fob Third Key Fob	1	$415.00	$415.00
Dixie Products Standard Fiberglass Cab with solid side and rear doors with shelf on the driver's side. (Upgraded to Workforce cap) Bed Slide with 100% Extension	1	$7,600.00	$7,600.00
Vehicle Delivery $15.00 Delivery Fee Plus $1.50 per Mile 15026 Wells Highway Seneca, South Carolina 29678	1	$350.00	$350.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	$500.00	$500.00

Grand Total (USD): **$58,558.00**

Notes / Terms

Saved Order G001

Division of
Procurement Services

Statewide Term Contracts

Vehicles

Classification	Contract Type Manager	Phone#
Supplies & Services StateTerm	Michael S. Speakmon	803.737.9816

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: 5400026980

Attachments:

• List of Contractors, Manufacturer's

Vendor: Alan Jay
Contract#: 4400035155
Vendor#: 7000281243
Address: 5530 US Hwy 27 S, Sebring, FL 33870
Contact: Matt Forte
Phone#: 863-402-4234
Email: matt.forte@alanjay.com
Vendor: Beach Automotive Group
Contract#: 4400035158
Vendor#: 7000344224
Address: 851 Jason Blvd., Myrtle Beach, SC 29578
Contact: Keith Laylo
Phone#: 570-956-6007
Email: keith@beachautomotive.com
Vendor: Benson Automotive of Spartanburg
Contract#: 4400036886
Vendor#: 7000341724
Address: 1098 North Pine St. Spartanburg, SC 29303
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive.com
Vendor: Benson Hyundai
Contract#: 4400036887
Vendor#: 7000341998
Address: 250 Reidville Rd., Spartanburg, SC 29301
Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@drivebensonkia.com

Contact: Alex Benson

Phone#: 864-419-9445

Email: abenson@drivebensonkia.com

Vendor: Benson Nissan

Contract#: 4400036885

Vendor#: 7000246679

Address: PO Box 3447, Spartanburg, SC 29304

Contact: Jimmy Benson

Phone#: 864-419-3627

Email: jbenson@bensonautomotive.com

Vendor: Carl Black

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: Carolina International

Contract#: 4400037441

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: Cooper Chevrolet

Contract#: 4400036888

Vendor#: 7000342507

Address: 351 North Jefferies Blvd,

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Dick Smith Ford

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

On 10/10/2025 the State removed the Nissan line from this contract. Dick Smith Nissan now has a separate contract for the sale of Nissan vehicles.

Contact: Tom Counts

Phone#: 803-309-2752

Email: thomascounts@dicksmith.com

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: Dick Smith Nissan

Contract#: 4400038207

Vendor#: 7000241463

Address: 9940 Two Notch Rd., Columbia, SC 29223

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: D&D Motors

Contract#: 4400038152

Vendor#: 7000025098

Address: 13655 East Wade Hampton Blvd, Greer, SC 29651

Contact: Charlie Belue

Phone#: 864-877-0711. Ext 196

Email: charlie@ddmotors.com

Vendor: Excel Truck Group

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: Ford of Spartanburg

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: Hendrick Chevrolet

Contract#: 4400037566

Vendor#: 7000377020

Address: 100 Parkridge Dr., Columbia, SC 29202

On July 17, 2025, the State terminated the Love Chevrolet Contract and awarded Hendrick Chevrolet in lieu of performing a novation due to the sale of Love to Hendrick.

Contact: Donna Casey

Phone#: O: 803-407-2275 C: 803-319-723

Email: donna.casey@hendrickauto.com

Vendor: Herlong Ford, Inc.

Contract#: 4400036959

Vendor#: 7000178414

Address: 775 August Rd., Edgefield, SC 29824

Contact: Elzabeth Herlong

Phone#: 803-637-5698

Email: elizabeth@herlong.net

Vendor: Horace G Ilderton, LLC

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Contact: Kim Tuttle

Phone#: 336-822-8704

Email: ktuttle@ilderton.com

Vendor: Lynn Cooper

Contract#: 4400036882

Vendor#: 7000025437

Address: 305 East Main Street, Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Model 1

Contract#: 4400036359

Vendor#: 7000348813

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

In January 2025, and for the purposes of this contract, Creative Bus Sales became Model 1 and the Creative Bus Sales contract (4400035152) was terminated and replaced with this Model 1 Contract.

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: Parks Ford

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: Richard Kay Automotive

Contract#: 4400036884

Vendor#: 7000154825

Address: 1935 Pearman Dairy Rd., Anderson, SC 29625

Contact: Robert Kay

Phone#: 864-309-2178

Email: robkay@richardkayauto.com

Vendor: Santee Automotive

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: Shealy's Truck Center
Contract#: 4400035137
Vendor#: 7000028278
Address: 1340 Bluff Rd., Columbia, SC 29201
Contact: Steve Gardner
Phone#: 803-201-9257
Email: sgardner@shealytruck.com

Vendor: Stivers Ford
Contract#: 4400036910
Vendor#: 7000369259
Address: 4355 Jonesboro Road, Union City, GA 30291
Contact: Roger Moore
Phone#: 770-527-9041
Email: rmoore@stiversonline.com

Vendor: Team Dodge Ram of Myrtle Beach
Contract#: 4400035215
Vendor#: 7000335857
Address: 4849 US Highway 501, Myrtle Beach, SC 29579
Contact: Shawn Schmitt
Phone#: 916-825-2586
Email: sschmitt@teamautogroup.com

Vendor: Toyota of Greensboro
Contract#: 4400036889
Vendor#: 7000366128
Address: 2630 Battleground Ave., Greensboro, SC 27408
Contact: Andy Slaughter
Phone#: 336-583-5846
Email: aslaughter@toyotaofgreensboro.com

Vendor: US Fleet Source
Contract#: 4400035154
Vendor#: 7000264582
Address: 979 Village Oaks Dr., Covina, CA 91724
Contact: Sales
Phone#: 877-315-9397
Email: sales@usfleetsource.com

Division of Procurement Services
1333 Main St., Suite 700 | Columbia, SC 29201
MAIN: 803.737.0600 | **FAX:** 803.737.0639

Santee Automotive Pricing Sheet			
(7) 2027 Ford Explorer FORD POLICE INTERCEPTOR UTILITY AWD			
Description	Quantity	Unit Price	Extended Price
2027 Ford Explorer FORD POLICE INTERCEPTOR UTILITY AWD	7	$45,525.00	$318,675.00
Includes: Ford Police Interceptor Utility AWD with a 3.3L V6 Ti-VCT engine and ten-speed automatic transmission. Includes police interior, cloth bucket front seats, vinyl rear seats, vinyl flooring, driver's side spotlight, rearview camera, Bluetooth, Class III trailer hitch receiver, manual Police Pursuit Mode, Perimeter Alert, Police Engine Idle, cargo dome lamp, Blind Spot Information System (BLIS), auxiliary climate control with rear air, Rear Cross Traffic Brake Assist, Pre-Collision Mitigation System, 100-watt siren/speaker prep kit, Upfitter Interface System, keyless entry with four fobs, and an 8-inch display screen.			
Vehicle Delivery	7	$350.00	$2,450.00
SC Tax	7	$500.00	$3,500.00
GRAND TOTAL			**$324,625.00**
(1) 2027 FORD F-250 CREW CAB XL 4X4			
Description	Quantity	Unit Price	Extended Price
(1) 2027 FORD F-250 CREW CAB XL 4X4	1	$49,693.00	$49,693.00
Includes: 160-inch wheelbase and 6¾-foot bed. Includes a 7.3L DEVCT NA PFI V8 gas engine, TorqShift-G ten-speed automatic transmission, heavy-duty vinyl 40/20/40 split front bench seat, 60/40 rear bench seat with flip-up/fold-down capability, vinyl floor covering, 3.73 electronic locking axle, Power Equipment Group, black platform running boards, Trailer Tow Package with 7/4-pin connector, trailer brake controller, power sliding rear window, rear defroster, privacy glass, shift-on-the-fly 4x4, LT245/75R17E BSW all-terrain tires, 17-inch Argent steel wheels, SYNC 4 with an 8-inch touchscreen and Bluetooth, rearview camera, and remote keyless entry with two standard keys.			
Vehicle Delivery	1	$350.00	$350.00
Third Key Fob	1	$415.00	$415.00
Aftermarket options include Workforce fiberglass cap with solid side and rear doors, a shelf on the driver's side, and a bed slide with 100% extension	1	$7,600.00	$7,600.00
SC Tax	1	$500.00	$500.00
GRAND TOTAL			**$58,558.00**
Total Purchase			
(7) 2027 Ford Explorer FORD POLICE INTERCEPTOR UTILITY AWD			$324,625.00
(1) 2027 FORD F-250 CREW CAB XL 4X4			$58,558.00
GRAND TOTAL			**$383,183.00**

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: Two (2) 2027 Ford F-150 Police Responders **Department: Sheriff's Office** **Amount: $98,866.20**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **$98,866.20** Project Cost: **$98,866.20** Balance: **$0.00** Finance Approval:_____

(Funding from Capital Equipment / (325) Vehicle Fund – 325-101-50870-00000)

BACKGROUND DESCRIPTION:

The Fiscal Year 2026–2027 Capital Replacement Plan includes two (2) 2027 Ford F-150 Police Responders for the Sheriff's Office Investigations, Narcotics, and/or Road Deputies. These SuperCrew models include 4WD, a 145-inch wheelbase, 5.5-foot bed, 3.5L V6 EcoBoost engine, and electronic 10-speed automatic transmission. Delivery is expected within four (4) to five (5) months after the vendor receives the order.

The new vehicles will replace a 2007 Ford F-150 with 171,000 miles (101.77) and a 2014 Ford F-150 with 204,000 miles (101.58).
The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director has also approved this purchase.

SPECIAL CONSIDERATION(S):

Alan Jay of Sebring, Florida, is an SC State Contract vendor for Ford vehicles, contract # 4400035155.
The Alan Jay quote does not include the Infrastructure Maintenance Fee (IMF) of $500 per vehicle, totaling $1,000, because the out-of-state vendor does not collect the fee. The County will pay the fee directly to the South Carolina DMV at the time of registration.

ATTACHMENT(S):

1. Alan Jay Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is staff's recommendation that Council approve the purchase of two (2) 2027 Ford F-150 Police Responders from Alan Jay of Sebring, FL, in the amount of $98,866.20.

Submitted or Prepared By:_____ **Approved for Submittal to Council:** _____

Tronda C Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

Contract Number:	SC27 - 4400035155
Quote ID:	74810
Agency:	OCONEE, COUNTY OF (SC)
Date:	9/29/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2027 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD 145" WB XL 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:		$56,125.00
Base Price:		$46,035.00
Factory Options:		$2,762.10
Aftermarket Options:		$636.00
Vehicle Price:		$49,433.10
Purchase Total:	Qty (2)	$98,866.20

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	Quote 74810-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
9/1/2026

PRICE QUOTE FORM

REVISED QUOTE DATE
9/29/2026

REQUESTING AGENCY **OCONEE, COUNTY OF (SC)**
CONTACT PERSON **JEREMY FOSTER** EMAIL JFOSTER@OCONEESC.COM
PHONE **864-888-1446** MOBILE **864-710-1118** FAX

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:SC27 - 4400035155

MODEL W1P 150A **MSRP** $56,125.00

2027 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD
145" WB XL 5.5' BED

CUSTOMER ID

GOVERNMENT PRICE $46,035.00

BED LENGTH	5.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
998	Engine: 3.5L V6 EcoBoost	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
UM	Agate Black Metallic	$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	$0.00
150A	OPTIONS Equipment Group 150A	$0.00
153	Front License Plate Bracket	$0.00
18B	Black Platform Running Boards	$0.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	$0.00
DMU	Dealer Markup	$2,762.10
DISCOUNT	[Base Price] - [Government Discount] + [Draft] = [Vehicle Cost] $50,535.00 - $4,500.00 + $0.00 = $46,035.00	$0.00
		$0.00
		$0.00
	FACTORY OPTIONS	**$2,762.10**

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	Tag work not requested, customer will handle their own tag work.	$0.00
SC CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	$636.00
	AFTERMARKET OPTIONS	**$636.00**

TRADE IN

TOTAL COST **$49,433.10**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **2** **$98,866.20**

Estimated Annual payments for 60 months paid in advance: $11,365.69 Extended: $22,731.38
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box — MSRP:$52,700.00

Interior:Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1P	[Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	$52,700.00
	OPTIONS	
150A	Equipment Group 150A	$0.00
153	Front License Plate Bracket	$0.00
18B	Black Platform Running Boards	$255.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	$375.00
998	Engine: 3.5L V6 EcoBoost	$0.00

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Data Version: 29757. Data Updated: Sep 28, 2026 7:05:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Complete)

PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	$0.00
UM	Agate Black Metallic	$0.00
	SUBTOTAL	**$53,330.00**
	Adjustments Total	$0.00
	Destination Charge	$2,795.00
	TOTAL PRICE	**$56,125.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)
	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)
	Transmission w/Driver Selectable Mode
	Electronic Transfer Case
	Part And Full-Time Four-Wheel Drive
	Electronic Locking w/3.31 Axle Ratio
	80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
	240 Amp Alternator
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3 Skid Plates
	Police/Fire
	2030# Maximum Payload
	GVWR: 7,050 lbs Payload Package
	HD Gas-Pressurized Shock Absorbers
	Front HD Anti-Roll Bar
	Off-Road Suspension
	Electric Power-Assist Speed-Sensing Steering
	26 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Exterior	
	Regular Box Style
	Wheels w/Hub Covers
	Wheels: 18" Steel

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Data Version: 29757. Data Updated: Sep 28, 2026 7:05:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior	
	Tires: LT265/70R18 BSW A/T
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Manual Folding
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
	Radio: AM/FM Stereo w/6 Speakers
	SYNC 4 -inc: 12" LCD capacitive touchscreen w/swipe capability, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
	6 Speakers
	Fixed Antenna
	Wireless Phone Connectivity
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat

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Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior	
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
	Power Rear Windows
	Fleet Telematics Modem Selective Service Internet Access
	Front Cupholder
	Rear Cupholder
	Compass
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	HD Police-Grade Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench
	Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Full Vinyl/Rubber Floor Covering
	Cab Mounted Cargo Lights
	Fleet Telematics Modem Tracker System
	Smart Device Integration
	Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer

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Data Version: 29757. Data Updated: Sep 28, 2026 7:05:00 PM UTC.

Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior	
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos Capability
	Reverse Sensing System Rear Parking Sensors
	BLIS (Blind Spot Information System) Blind Spot
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Cross Traffic Brake Assist
	Lane-Keeping System Lane Keeping Assist
	Lane-Keeping System Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Reverse Camera Back-Up Camera

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Division of
Procurement Services

Statewide Term Contracts

Vehicles

Classification	Contract Type Manager	Phone#
Supplies & Services StateTerm	Michael S. Speakmon	803.737.9816

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: 5400026980

Attachments:

• List of Contractors, Manufacturer's

Vendor: Alan Jay
Contract#: 4400035155
Vendor#: 7000281243
Address: 5530 US Hwy 27 S, Sebring, FL 33870
Contact: Matt Forte
Phone#: 863-402-4234
Email: matt.forte@alanjay.com
Vendor: Beach Automotive Group
Contract#: 4400035158
Vendor#: 7000344224
Address: 851 Jason Blvd., Myrtle Beach, SC 29578
Contact: Keith Laylo
Phone#: 570-956-6007
Email: keith@beachautomotive.com
Vendor: Benson Automotive of Spartanburg
Contract#: 4400036886
Vendor#: 7000341724
Address: 1098 North Pine St. Spartanburg, SC 29303
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive.com
Vendor: Benson Hyundai
Contract#: 4400036887
Vendor#: 7000341998
Address: 250 Reidville Rd., Spartanburg, SC 29301
Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@drivebensonkia.com

Contact: Alex Benson

Phone#: 864-419-9445

Email: abenson@drivebensonkia.com

Vendor: Benson Nissan

Contract#: 4400036885

Vendor#: 7000246679

Address: PO Box 3447, Spartanburg, SC 29304

Contact: Jimmy Benson

Phone#: 864-419-3627

Email: jbenson@bensonautomotive.com

Vendor: Carl Black

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: Carolina International

Contract#: 4400037441

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: Cooper Chevrolet

Contract#: 4400036888

Vendor#: 7000342507

Address: 351 North Jefferies Blvd,

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Dick Smith Ford

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

On 10/10/2025 the State removed the Nissan line from this contract. Dick Smith Nissan now has a separate contract for the sale of Nissan vehicles.

Contact: Tom Counts

Phone#: 803-309-2752

Email: thomascounts@dicksmith.com

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: Dick Smith Nissan

Contract#: 4400038207

Vendor#: 7000241463

Address: 9940 Two Notch Rd., Columbia, SC 29223

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: D&D Motors

Contract#: 4400038152

Vendor#: 7000025098

Address: 13655 East Wade Hampton Blvd, Greer, SC 29651

Contact: Charlie Belue

Phone#: 864-877-0711. Ext 196

Email: charlie@ddmotors.com

Vendor: Excel Truck Group

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: Ford of Spartanburg

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: Hendrick Chevrolet

Contract#: 4400037566

Vendor#: 7000377020

Address: 100 Parkridge Dr., Columbia, SC 29202

On July 17, 2025, the State terminated the Love Chevrolet Contract and awarded Hendrick Chevrolet in lieu of performing a novation due to the sale of Love to Hendrick.

Contact: Donna Casey

Phone#: O: 803-407-2275 C: 803-319-723

Email: donna.casey@hendrickauto.com

Vendor: Herlong Ford, Inc.

Contract#: 4400036959

Vendor#: 7000178414

Address: 775 August Rd., Edgefield, SC 29824

Contact: Elzabeth Herlong

Phone#: 803-637-5698

Email: elizabeth@herlong.net

Vendor: Horace G Ilderton, LLC

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Contact: Kim Tuttle

Phone#: 336-822-8704

Email: ktuttle@ilderton.com

Vendor: Lynn Cooper

Contract#: 4400036882

Vendor#: 7000025437

Address: 305 East Main Street, Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Model 1

Contract#: 4400036359

Vendor#: 7000348813

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

In January 2025, and for the purposes of this contract, Creative Bus Sales became Model 1 and the Creative Bus Sales contract (4400035152) was terminated and replaced with this Model 1 Contract.

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: Parks Ford

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: Richard Kay Automotive

Contract#: 4400036884

Vendor#: 7000154825

Address: 1935 Pearman Dairy Rd., Anderson, SC 29625

Contact: Robert Kay

Phone#: 864-309-2178

Email: robkay@richardkayauto.com

Vendor: Santee Automotive

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: Shealy's Truck Center
Contract#: 4400035137
Vendor#: 7000028278
Address: 1340 Bluff Rd., Columbia, SC 29201
Contact: Steve Gardner
Phone#: 803-201-9257
Email: sgardner@shealytruck.com

Vendor: Stivers Ford
Contract#: 4400036910
Vendor#: 7000369259
Address: 4355 Jonesboro Road, Union City, GA 30291
Contact: Roger Moore
Phone#: 770-527-9041
Email: rmoore@stiversonline.com

Vendor: Team Dodge Ram of Myrtle Beach
Contract#: 4400035215
Vendor#: 7000335857
Address: 4849 US Highway 501, Myrtle Beach, SC 29579
Contact: Shawn Schmitt
Phone#: 916-825-2586
Email: sschmitt@teamautogroup.com

Vendor: Toyota of Greensboro
Contract#: 4400036889
Vendor#: 7000366128
Address: 2630 Battleground Ave., Greensboro, SC 27408
Contact: Andy Slaughter
Phone#: 336-583-5846
Email: aslaughter@toyotaofgreensboro.com

Vendor: US Fleet Source
Contract#: 4400035154
Vendor#: 7000264582
Address: 979 Village Oaks Dr., Covina, CA 91724
Contact: Sales
Phone#: 877-315-9397
Email: sales@usfleetsource.com

Division of Procurement Services
1333 Main St., Suite 700 | Columbia, SC 29201
MAIN: 803.737.0600 | **FAX:** 803.737.0639

Alan Jay Pricing Spreadsheet			
(2) 2027 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD			
	Quantity	**Unit Price**	**Extended Price**
2027 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP	2	$46,035.00	$92,070.00
Includes: Engine: 3.5L V6 EcoBoost, Transmission: Electronic 10-Speed Automatic, Agate Black Metallic, Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats, Front License Plate Bracket, Black Platform Running Boards, Remote Keyless-Entry Key Fob w/o Key Pad			
Dealer Fees	2	$2,762.10	$5,524.20
Vehicle Delivery	2	$636.00	$1,272.00
SC Tax will be paid at DMV	2		
GRAND TOTAL		**$49,433.10**	**$98,866.20**

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: 2026 Sany ST230V Compact Track Loader **Department: Rock Quarry** **Amount: $67,982.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **$375,358.80** Project Cost: **$67,982.00** Balance: **$307,376.80** Finance Approval:_____

(Funding from Rock Quarry Equipment Replacement budget 017-719-50841-00000)

BACKGROUND DESCRIPTION:

The Fiscal Year 2026–2027 Rock Quarry Capital Equipment includes the purchase of one (1) 2026 Sany ST230V compact track loader. This equipment will be used primarily at the crushing plant to clean up spills, move material, and serve as a backup yard loader. It is vital to the operations to keep walking areas free and clear of buildup and trip hazards as mandated by MSHA 30 CRF.

Rock Quarry staff tested several different compact track loaders and determined the Sany ST230V compact track loader would best meet their needs.

The new equipment will replace a 2021 Case TR270B compact track loader with 2,260 hours. The Case compact track loader will move to the diesel mechanics shop to keep their area maintained and to assist in moving replacement parts and materials. It will also serve as a backup machine for the plant.

SPECIAL CONSIDERATION(S):

Pricing for the 2026 Sany ST230V Compact Track Loader is based on the North Carolina Sheriffs' Association (NCSA) Heavy Equipment Purchasing Cooperative, Bid/Contract No. 27-11-0421, effective May 18, 2026, through May 17, 2027. Under Item 420, "Sany, Catalog Discount, All Compact Track Loader Products," The Ironpeddlers, Inc. is the awarded vendor for the nationwide purchasing zone. The contract provides a minimum discount of 35% from the manufacturer's suggested retail price (MSRP) for base equipment and 6% from MSRP for options. For this purchase, The Ironpeddlers, Inc. is providing Oconee County with a 35.25% discount from MSRP on the base equipment, exceeding the minimum contract discount.

Oconee County will purchase the 2026 Sany ST230V Compact Track Loader directly from The Ironpeddlers, Inc. in accordance with the pricing and terms established under North Carolina Sheriffs' Association (NCSA) Contract No. 27-11-0421. The Ironpeddlers, Inc. will be responsible for equipment configuration, delivery, commissioning, and applicable warranty service.

ATTACHMENT(S):

1. The Ironpeddlers, Inc. N.C. Sheriffs' Association (NCSA) Contract Quote
2. N.C. Sheriffs' Association (NCSA) Contract Information

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2026 Sany ST230V Compact Track Loader from The Ironpeddlers, Inc. of Duncan, SC, in the amount of $67,982.00, in accordance with North Carolina Sheriffs' Association (NCSA) Contract No. 27-11-0421.

Submitted or Prepared By:_____ **Approved for Submittal to Council: _____**

Tronda C Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

Remit To:
3504 N Rocky River Rd.
Monroe, NC 28110
1-800-438-1933

THE IRONPEDDLERS

Charlotte/Monroe, NC | Raleigh/Wake Forest, NC | Wilmington, NC
Greenville/Duncan, SC | Florence, SC | Asheville, NC
London, KY

Ship To: Oconee County Quarry

Invoice To: INTERNAL USE - GREENVILLE
209 E VICTOR HILL RD
DUNCAN SC 29334

Branch		
05 - GREENVILLE		
Date	**Time**	**Page**
11/03/2026	12:56:12 (O)	1
Account No	**Phone No**	**Est No** 01
INT05		Q03303
Ship Via	**Purchase Order**	
Tax ID No		
TROY L. MOTZ		**Salesperson** TLM

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/30/2026 Amount

Stock #: 009488 Serial #: ST230CG1386H8 67982.00
New SY ST230V
New SANY ST230V 10,000LB Comp Track Loader, 73HP
List Price $100,950
Machine Sell Price $65357.50
Freight $2025
PDI $600
NC Sheriff Association Contract # 27-11-0421
Quote is good until November 30, 2026

Subtotal: 67982.00
Authorization: _____ Quote Total: 67982.00

USED EQUIPMENT SOLD "AS IS, WHERE IS" CONDITION. BUYER RESPONSIBLE FOR INSPECTING ITEMS BEFORE PUTTING INTO SERVICE. PARTS SHORTAGES MUST BE REPORTED WITHIN 10 DAYS. PARTS CREDITS REQUIRE ORIGINAL INVOICE NUMBER AND APPROVAL WITHIN 60 DAYS.

X _____
Received By

X _____
Printed Name

Thank You For Your Business!

North Carolina Sheriffs' Association
Contract Award Agreement

Heavy Equipment
Procurement Program
Bid 27-11-0421

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its nationwide competitive award for heavy equipment. All government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 27-11-0421 will be effective May 18, 2026 through May 17, 2027.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 27-11-0421, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

Signature of Authorized Representative

Benjamin Miller

Printed Name of Authorized Representative

The Ivanpeddlers

Contractor/Vendor Name (Please Print)

5/18/2026

Date

Signature of NCSA Contract Administrator

Gideon Adams

Printed Name of NCSA Contract Administrator

May 18, 2026

Date

Stay Safe and Well Equipped

Bid Award

Contract: 27-11-0421, Heavy Equipment

Group: Loaders

Item: 420, Sany, Catalog Discount, All Compact Track Loader Products

Description: Catalog discount on manufacturer`s standard base item for all product offerings. Published pricing is not subject to change without NCSA approval.

Model Upgrade/Downgrade: Not applicable - All available models are part of the Catalog Discount for this line item.

Zone	Vendor	Price	Percent (Taken off MSRP for base price)	Percent (Taken off MSRP for options)	Build File	Options File
Nationwide	The Ironpeddlers	$0.00	35.00%	6.00%	Build	Options

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: 2027 Ford F-150 **Department: Solid Waste** **Amount: $54,397.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **$60,000.00** Project Cost: **$54,397.00** Balance: **$5,603.00** Finance Approval:_____

(Funding from Capital Equipment / (325) Vehicle Fund 325-718-50870-00000)

BACKGROUND DESCRIPTION:

The Fiscal Year 2026–2027 Capital Replacement Plan includes the purchase of one (1) 2027 Ford F-150 for Solid Waste. This SuperCrew model is equipped with 4WD, a 145-inch wheelbase, a 5.5-foot bed, a 5.0L V8 engine, and an electronic 10-speed automatic transmission. The vehicle will be used by the Solid Waste Department to tow mowers and equipment to individual convenience centers for mowing and maintenance.

The new vehicle will replace a 2007 Chevrolet Tahoe (100.27) with 230,093 miles and a failed engine. The Tahoe will be sold as surplus. The Fleet Maintenance Director has approved this purchase.

SPECIAL CONSIDERATION(S):

Parks Ford of Hendersonville, NC, is an SC State Contract vendor for Ford vehicles under contract #4400035157.

The Parks Ford quote does not include the $500 Infrastructure Maintenance Fee (IMF), as the out-of-state vendor does not collect this fee. The County will pay the fee directly to the South Carolina DMV at the time of registration.

ATTACHMENT(S):

1. Parks Ford quote
2. SC State Contract information

STAFF RECOMMENDATION:

It is staff's recommendation that Council approve the purchase of one (1) 2027 Ford F-150 from Parks Ford of Hendersonville, NC, in the amount of $54,397.00.

Submitted or Prepared By:_____ **Approved for Submittal to Council: _____**

Tronda C Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

Prepared for: , Oconee County

2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602



Client Proposal

Prepared by:
Jeff Williams
Office: 182-869-34281
Email: jeffwilliams@parksautogroup.com

Quote ID: 1008202602
Date: 11/03/2026

2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

, Oconee County

Re: Quote ID 1008202602 11/03/2026

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the South Carolina Division of Procurement Service Program. Contract # 4400035157

Sincerely,

Fleet Manager Jeff Williams
182-869-34281
jeffwilliams@parksautogroup.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

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2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

As Configured Vehicle

Code	WERS	Description

Base Vehicle

W3L		Base Vehicle Price (W3L)

Packages

302A	YZCDX	Equipment Group 302A Mid

Includes:
- Transmission: Electronic 10-Speed Automatic
Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.
- Radio: AM/FM Stereo w/SiriusXM 360L
Includes 7 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.
- Ford Connectivity Package (1-Year Included)
Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
- SYNC 4
Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.
- Wheels: 18" Painted Aluminum
- Tires: 275/65R18 BSW A/T
- Dual-Zone Electronic Automatic Temperature Control
(DEATC).
- Wrapped Steering Wheel
- Cloth 40/Console/40 Front Seats
Includes power driver/passenger lumbar and steering column-mounted shift.
- Body-Color Door Handles
- Black Platform Running Boards
- Ford Connectivity Package (1-Year Included)
Includes (features may vary by make and model) unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
- Ford Co-Pilot360 Assist 2.0
Includes AEB oncoming.
- 360 Degree Camera
- Adaptive Cruise Control w/Stop & Go
Includes lane centering and predictive speed assist.
- Front Parking Sensors
- Towing Technology
Includes pro trailer back up assist and pro trailer hitch assist.
- Power Glass Heated Sideview Mirrors

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2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

As Configured Vehicle (cont'd)

Code	WERS	Description
		Includes manual-folding, turn signals, high-intensity LED security approach lamps, LED sideview mirror spotlights and chrome skull caps. *- Interior Auto-Dimming Rearview Mirror* *- Remote Start System w/Remote Tailgate Release* *- Heated Front Seats* *- Intelligent Access w/Push Button Start* *Includes approach detection.* *- Power-Sliding Rear Window* *- 400W Pro Power Onboard (Cab & Bed)*

Emissions

425	DGAAE	50-State Emissions *Standard equipment on 5.0L V8 (995/EN-AV). Automatically added to 3.0L EcoBoost (99C/EN-YX), 3.5L Ecoboost (998/EN-BM) and 3.5L PowerBoost full hybrid (99D/EN-CN) orders from dealers located in the following California emissions states: California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. Available 3.0L EcoBoost (99C/EN-YX), 3.5L Ecoboost (998/EN-BM) and 3.5L PowerBoost full hybrid (99D/EN-CN) option for dealers in federal / NON-California emissions border states for stock orders and state and local government fleet orders: Arizona, Idaho, Iowa, Kansas, Montana, Nebraska, Nevada, New Hampshire, North Dakota, Ohio, Oklahoma, South Dakota, Texas, Utah, Virginia, West Virginia, Wisconsin, Wyoming. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial / rental fleet orders. Available option for dealers located in all states for state and local government fleet orders with ship-to addresses in California emissions states.*

Powertrain

995	EN-AV	Engine: 5.0L V8 *Includes:* *- 50-State Emissions* *Standard equipment on 5.0L V8 (995/EN-AV). Automatically added to 3.0L EcoBoost (99C/EN-YX), 3.5L Ecoboost (998/EN-BM) and 3.5L PowerBoost full hybrid (99D/EN-CN) orders from dealers located in the following California emissions states: California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. Available 3.0L EcoBoost (99C/EN-YX), 3.5L Ecoboost (998/EN-BM) and 3.5L PowerBoost full hybrid (99D/EN-CN) option for dealers in federal / NON-California emissions border states for stock orders and state and local government fleet orders: Arizona, Idaho, Iowa, Kansas, Montana, Nebraska, Nevada, New Hampshire, North Dakota, Ohio, Oklahoma, South Dakota, Texas, Utah, Virginia, West Virginia, Wisconsin, Wyoming. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial / rental fleet orders. Available option for dealers located in all states for state and local government fleet orders with ship-to addresses in California emissions states.* *- GVWR: 7,100 lbs Payload Package*
44G	TR-EU	Transmission: Electronic 10-Speed Automatic *Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.*
XL6		Electronic Locking w/3.73 Axle Ratio
NONGV 1		GVWR: 7,100 lbs Payload Package

Wheels & Tires

STDTR		Tires: 275/65R18 BSW A/T
STDWL		Wheels: 18" Painted Aluminum

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2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

As Configured Vehicle (cont'd)

Code	WERS	Description

Seats & Seat Trim

U — Cloth 40/Console/40 Front Seats

Includes power driver/passenger lumbar and steering column-mounted shift.

Other Options

145WB — 145" Wheelbase

STDRD — Radio: AM/FM Stereo w/SiriusXM 360L

Includes 7 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

Includes:
- Ford Connectivity Package (1-Year Included)
Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
- SYNC 4
Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.

53T C2WAR — Tow/Haul Package

Includes:
- Integrated Trailer Brake Controller
- Electronic Locking w/3.73 Axle Ratio

67T FDDAD — Integrated Trailer Brake Controller

18B BLBAR — Black Platform Running Boards

47R BAYAB — Tray Style Floor Liner w/Carpet Mats

153 CLVAB — Front License Plate Bracket

Standard in states where required by law, optional to all others.

96W A9SAG — Tough Bed Spray-in Bedliner

. Ford accessory.

PAINT — Monotone Paint Application

Fleet Options

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2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

As Configured Vehicle (cont'd)

Code	WERS	Description
WARANT		Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Exterior Color

YZ_02	PNYW3	Oxford White

Interior Color

US_01		Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats

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Prepared for:
Oconee County
Prepared by: Jeff Williams
11/03/2026

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2027 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 715 | Quote ID: 1008202602

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$64,520.00
Subtotal	$64,520.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$5,623.00
Ford Gvmnt GPC	Government GPC	-$4,500.00
Total		$54,397.00

Customer Signature

Acceptance Date

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Division of
Procurement Services

Statewide Term Contracts

Vehicles

Classification	Contract Type Manager	Phone#
Supplies & Services StateTerm	Michael S. Speakmon	803.737.9816

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: 5400026980

Attachments:

• List of Contractors, Manufacturer's

Vendor: Alan Jay
Contract#: 4400035155
Vendor#: 7000281243
Address: 5530 US Hwy 27 S, Sebring, FL 33870
Contact: Matt Forte
Phone#: 863-402-4234
Email: matt.forte@alanjay.com
Vendor: Beach Automotive Group
Contract#: 4400035158
Vendor#: 7000344224
Address: 851 Jason Blvd., Myrtle Beach, SC 29578
Contact: Keith Laylo
Phone#: 570-956-6007
Email: keith@beachautomotive.com
Vendor: Benson Automotive of Spartanburg
Contract#: 4400036886
Vendor#: 7000341724
Address: 1098 North Pine St. Spartanburg, SC 29303
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive.com
Vendor: Benson Hyundai
Contract#: 4400036887
Vendor#: 7000341998
Address: 250 Reidville Rd., Spartanburg, SC 29301
Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@drivebensonkia.com

Contact: Alex Benson

Phone#: 864-419-9445

Email: abenson@drivebensonkia.com

Vendor: Benson Nissan

Contract#: 4400036885

Vendor#: 7000246679

Address: PO Box 3447, Spartanburg, SC 29304

Contact: Jimmy Benson

Phone#: 864-419-3627

Email: jbenson@bensonautomotive.com

Vendor: Carl Black

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: Carolina International

Contract#: 4400037441

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: Cooper Chevrolet

Contract#: 4400036888

Vendor#: 7000342507

Address: 351 North Jefferies Blvd,

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Dick Smith Ford

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

On 10/10/2025 the State removed the Nissan line from this contract. Dick Smith Nissan now has a separate contract for the sale of Nissan vehicles.

Contact: Tom Counts

Phone#: 803-309-2752

Email: thomascounts@dicksmith.com

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: Dick Smith Nissan

Contract#: 4400038207

Vendor#: 7000241463

Address: 9940 Two Notch Rd., Columbia, SC 29223

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: D&D Motors

Contract#: 4400038152

Vendor#: 7000025098

Address: 13655 East Wade Hampton Blvd, Greer, SC 29651

Contact: Charlie Belue

Phone#: 864-877-0711. Ext 196

Email: charlie@ddmotors.com

Vendor: Excel Truck Group

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: Ford of Spartanburg

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: Hendrick Chevrolet

Contract#: 4400037566

Vendor#: 7000377020

Address: 100 Parkridge Dr., Columbia, SC 29202

On July 17, 2025, the State terminated the Love Chevrolet Contract and awarded Hendrick Chevrolet in lieu of performing a novation due to the sale of Love to Hendrick.

Contact: Donna Casey

Phone#: O: 803-407-2275 C: 803-319-723

Email: donna.casey@hendrickauto.com

Vendor: Herlong Ford, Inc.

Contract#: 4400036959

Vendor#: 7000178414

Address: 775 August Rd., Edgefield, SC 29824

Contact: Elzabeth Herlong

Phone#: 803-637-5698

Email: elizabeth@herlong.net

Vendor: Horace G Ilderton, LLC

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Contact: Kim Tuttle

Phone#: 336-822-8704

Email: ktuttle@ilderton.com

Vendor: Lynn Cooper

Contract#: 4400036882

Vendor#: 7000025437

Address: 305 East Main Street, Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Model 1

Contract#: 4400036359

Vendor#: 7000348813

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

In January 2025, and for the purposes of this contract, Creative Bus Sales became Model 1 and the Creative Bus Sales contract (4400035152) was terminated and replaced with this Model 1 Contract.

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: Parks Ford

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: Richard Kay Automotive

Contract#: 4400036884

Vendor#: 7000154825

Address: 1935 Pearman Dairy Rd., Anderson, SC 29625

Contact: Robert Kay

Phone#: 864-309-2178

Email: robkay@richardkayauto.com

Vendor: Santee Automotive

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: Shealy's Truck Center
Contract#: 4400035137
Vendor#: 7000028278
Address: 1340 Bluff Rd., Columbia, SC 29201
Contact: Steve Gardner
Phone#: 803-201-9257
Email: sgardner@shealytruck.com

Vendor: Stivers Ford
Contract#: 4400036910
Vendor#: 7000369259
Address: 4355 Jonesboro Road, Union City, GA 30291
Contact: Roger Moore
Phone#: 770-527-9041
Email: rmoore@stiversonline.com

Vendor: Team Dodge Ram of Myrtle Beach
Contract#: 4400035215
Vendor#: 7000335857
Address: 4849 US Highway 501, Myrtle Beach, SC 29579
Contact: Shawn Schmitt
Phone#: 916-825-2586
Email: sschmitt@teamautogroup.com

Vendor: Toyota of Greensboro
Contract#: 4400036889
Vendor#: 7000366128
Address: 2630 Battleground Ave., Greensboro, SC 27408
Contact: Andy Slaughter
Phone#: 336-583-5846
Email: aslaughter@toyotaofgreensboro.com

Vendor: US Fleet Source
Contract#: 4400035154
Vendor#: 7000264582
Address: 979 Village Oaks Dr., Covina, CA 91724
Contact: Sales
Phone#: 877-315-9397
Email: sales@usfleetsource.com

Division of Procurement Services
1333 Main St., Suite 700 | Columbia, SC 29201
MAIN: 803.737.0600 | **FAX:** 803.737.0639

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: 2027 Ford F-150 and 2027 Ford F-250 **Department: Emergency Services** **Amount: $111,895.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: $148,000.00 Project Cost: $111,895.00 **Balance: $36,105.00** Finance Approval: _____

(Funding from Emergency Services Capital Equipment / Vehicle Fund (335)) Budget Code: 335-107-50870-00000

BACKGROUND DESCRIPTION:

This purchase is for one (1) 2027 Ford F-150 and one (1) 2027 Ford F-250 for Emergency Services. The F-250 will be used by Oconee County Emergency Services as a response unit to assist paid and volunteer fire and rescue departments with medical, rescue, and fire calls throughout Oconee County. The F-150 will be placed in service at the Walhalla Rescue Squad.

The F-250 vehicle will replace a 2011 Ford F-350 squad truck (340,630 miles) equipped with a slide-out equipment tray and camper shell. The 2011 Ford F-350 will be sold as surplus.

The F-150 vehicle will replace a 2006 Ford F-150 (141,316 miles). The 2006 Ford F-150 will be retained as a spare vehicle for use by rescue squads when other vehicles are out of service for repairs.

The Fleet Maintenance Director has also approved this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

Dick Smith Ford of Columbia SC was awarded SC State Contract Number 4400035139 for Ford vehicles.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Dick Smith Ford State Contract Quotes
3. SC State Contract information for Ford vehicles

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the purchase of one (1) 2027 Ford F-150 and one (1) 2027 Ford F-250 from Dick Smith Ford of Columbia, South Carolina, for Emergency Services, in the total amount of $111,895.00, per SC State Contract.
2. Authorize the County Administrator to transfer $148,000 from incorrect account code 335-107-50871-00000 (Fire Truck) to correct account code 335-107-50870-00000 (Capital Vehicles).

Submitted or Prepared By: _____ **Approved for Submittal to Council: _____**

Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

(1) 2027 Ford F-150			
Description	Quantity	Unit Price	Total Price
2027 F-150 4x4 SuperCrew Cab 6.5' box 157" WB	1	$54,510.00	$54,510.00
Includes: 3.5L V6 EcoBoost Engine, Electronic 10-Speed Automatic Transmission, Vinyl 40/20/40 Split Bench Front Seat, 60/40 Folding Rear Bench Seat, 3.31 Electronic Locking Rear Axle, Power Heated Mirrors and Black Platform Running Boards.			$0.00
SC State Contract Discount	1	($7,074.00)	($7,074.00)
Aftermarket options include: A.R.E. V Series Fiberglass Truck Cap painted Oxford White, Side Aluminum Paneled Windows, Driver-Side Toolbox with Divider, Front Picture Window, Rear Glass Half Door, and CargoGlide Slide-Out Tray with 100% Extension and 1,500-lb. Capacity (Model DCG1500XL-7348).	1	$6,900.00	$6,900.00
Subtotal			$54,336.00
Tax (Infrastructure Maintenance Fee) & Tag Fee	1	$527.00	$527.00
GRAND TOTAL		$54,863.00	**$54,863.00**
(1) 2027 F-250			
2027 FORD F-250 4x4 SD Crew Cab 6.75' box 160" WB	1	$57,715.00	$57,715.00
Includes: 7.3L V8 Gas Engine, TorqShift-G 10-Speed Automatic Transmission, HD Vinyl 40/20/40 Split Bench Front Seat, 60/40 Folding Rear Bench Seat, 3.73 Electronic Locking Rear Axle, 10,000-lb. GVWR Package, Power Heated Mirrors, Platform Running Boards, LT245/75R17E BSW All-Season Tires, 17” Argent Painted Steel Wheels, and SYNC 4 with 8” Center Display.			$0.00
SC State Contract Discount	1	($8,420.00)	($8,420.00)
Aftermarket options include: A.R.E. V Series Fiberglass Truck Cap in Oxford White with Side Aluminum Paneled Windoors, Driver-Side Toolbox with Divider, Front Picture Window, Rear Glass Half Door, and CargoGlide Cargo Slide with 100% Extension and 1,500-lb. Capacity (Model DCG1500XL-8048).	1	$7,210.00	$7,210.00
Subtotal			$56,505.00
Tax (Infrastructure Maintenance Fee) & Tag Fee	1	$527.00	$527.00
GRAND TOTAL		**$57,032.00**	**$57,032.00**
Total Purchase			
2027 F-150 4x4 SuperCrew Cab 6.5' box 157" WB			$54,863.00
2027 FORD F-250 4x4 SD Crew Cab 6.75' box 160" WB			$57,032.00
GRAND TOTAL			**$111,895.00**

2027 F-150 Quote

Prepared by: THOMAS COUNTS
10/28/2026

Dick Smith Ford | 7201 Garners Ferry Rd. Columbia South Carolina | 292092108

2027 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1L)

Price Level: 720 | Quote ID: Oconee2

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$54,510.00
Subtotal	$54,510.00

Service Plan Adjustments

Description	MSRP
Contract #4400035139 SC STATE CONTRACT DISCOUNT	-$7,074.00

Pre-Tax Adjustments

Description	MSRP
LEE UPFIT see quote	$6,900.00

Post-Tax Adjustments

Description	MSRP
Tax and tag	$527.00

Total $54,863.00

Tom Counts
803-309-2752

Customer Signature

Acceptance Date

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Prepared by: THOMAS COUNTS
10/28/2026

Dick Smith Ford | 7201 Garners Ferry Rd. Columbia South Carolina | 292092108

2027 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1L)

Price Level: 720 | Quote ID: Oconee2

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

* Running boards
* Class IV tow rating
* Overdrive transmission
* Alternator Amps: 200A
* All-speed ABS and driveline traction control
* Battery rating: 610CCA
* Battery run down protection
* Driver selectable drivetrain mode
* Bluetooth wireless audio streaming
* AM/FM/satellite
* Radio data system (RDS)
* SYNC 4 external memory control
* 3 month satellite trial subscription
* Wheelbase: 157.0"
* Tire/wheel capacity rear: 4,150 lbs.
* Spring rating front: 3,900 lbs.
* Trip computer
* Heated driver and passenger side door mirrors
* DRL preference setting
* Light tinted windows
* 17 x 7.5-inch front and rear silver steel wheels
* P265/70RS17 AT BSW front and rear tires
* Lock-up transmission
* Stainless steel single exhaust
* Driver selectable rear locking differential
* Lead acid battery
* Fuel tank capacity: 36.01 gal.
* Steering wheel mounted audio controls
* 12 inch primary display
* Seek scan
* Auxiliary input jack
* Internet radio capability
* Vehicle body length: 243.5"
* Axle capacity rear: 4,800 lbs.
* Axle capacity front: 4,050 lbs.
* Standard ride suspension
* Power door mirrors
* Manual folding door mirrors
* Daytime running lights
* Variable intermittent front windshield wipers

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$51,045.00
Equipment Group 101A Standard	N/C
Engine: 3.5L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
GVWR: 7,200 lbs Payload Package	Included
Tires: 265/70R17 BSW A/T	Included
Wheels: 17" Silver Steel	Included
157" Wheelbase	STD
Radio: AM/FM Stereo w/SiriusXM 360L	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
Ford Connectivity Package (1-Year Included)	Included
SYNC 4	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
Electronic Locking w/3.31 Axle Ratio	$420.00
Black Platform Running Boards	$250.00

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2027 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1L)

Price Level: 720 | Quote ID: Oconee2

Major Equipment

* Manual climate control
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* 60-40 folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 4-way directional controls
* Height adjustable front seat head restraints
* Split-bench front seat
* Manual reclining driver seat
* Manual reclining passenger seat
* Vinyl front seat upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill Start Assist
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 6 airbags
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* 40-20-40 split-bench front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Manual driver seat fore/aft control
* Manual passenger seat fore/aft control
* Vinyl front seatback upholstery
* 4-wheel antilock (ABS) brakes
* Brake assist system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Custom Quotation For:
DICK SMITH

Personal Contact:
TOM

LEE TRANSPORT EQUIPMENT INC.

1300 BLUFF ROAD COLUMBIA, SC 29201
PHONE# 877-799-7860 WEBSITE: WWW.LEETRANSPORT.NET

Quote # NG20261110-DSF
Date: 11/10/2026
Phone #

FORD F150 CC 6.5 BED

	PRICING:
FURNISH AND INSTALL	
A.R.E. V SERIES FIBERGLASS TRUCK CAP (PC: OXFORD WHITE)	$ 2,675.00
SIDE ALUMINUM PANELED WINDOORS @$365/EA	$ 730.00
D/S TOOLBOX W/DIVIDER	$ 405.00
FRONT PICTURE WINDOW	INCL
REAR GLASS 1/2 DOOR	INCL
ESTIMATED LEAD TIME 6-8 WEEKS	$ -
CARGOGLIDE 100%EXT/1500#CAP *DCG1500XL-7348*	$ 3,090.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
****DEPOSITS TO ORDER A.R.E. CAPS ARE 25% AND NON-REFUNDABLE****	$ -
****ANY CREDIT CARD CHARGES OVER 3,000 WILL BE ASSESSED A 3% PROCESSING FEE****	$ -
Price good for 30 days. **Tax not included in quote.**	$ -

Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Net Price:	$ 6,900.00
Discount:	
State Sales Tax:	
Total Price:	$ 6,900.00

Chassis: **CA:** **Paint:**
Other Data:

Tax Exempt No **Terms:** **Delivery Date:**
Accepted By **Date:** **By:**

Lee Transport Equipment, Inc.
NATHAN GALUB

2027 Ford F-250 Quote

Prepared by: THOMAS COUNTS
11/10/2026 Dick Smith Ford | 7201 Garners Ferry Rd. Columbia South Carolina | 292092108

2027 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 720 | Quote ID: oconee7

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$57,715.00
Subtotal	$57,715.00

Service Plan Adjustments

Description	MSRP
Contract #4400035139 SC STATE CONTRACT DISCOUNT	-$8,420.00

Pre-Tax Adjustments

Description	MSRP
LEE UPFIT	$7,210.00

Sales Taxes

Description	MSRP
Tax and tag	$527.00

Total	$57,032.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: THOMAS COUNTS
11/10/2026

Dick Smith Ford | 7201 Garners Ferry Rd, Columbia South Carolina | 292092108

2027 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 720 | Quote ID: oconee7

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

* Running boards
* Class V tow rating
* Front tires LT load rating: E
* Lock-up transmission
* Stainless steel single exhaust
* Driver selectable rear locking differential
* HD lead acid battery
* Injection Type: sequential MPI
* Steering wheel mounted audio controls
* AM/FM stereo radio
* Seek scan
* Vehicle body length: 250.0"
* Cab to axle: 39.9"
* Tire/wheel capacity rear: 6,390 lbs.
* Spring rating front: 4,400 lbs.
* Trip computer
* Power door mirrors
* Manual folding door mirrors
* Daytime running lights
* Variable intermittent front windshield wipers
* 17 x 7.5-inch front and rear silver steel wheels
* LT245/75RS17 AS BSW front and rear tires
* Overdrive transmission
* Alternator Amps: 160A
* All-speed ABS and driveline traction control
* Battery rating: 750CCA
* Battery run down protection
* Fuel tank capacity: 34.00 gal.
* 8 inch primary display
* AM/FM
* SYNC 4 external memory control
* Wheelbase: 160.0"
* Axle capacity rear: 7,280 lbs.
* Axle capacity front: 6,000 lbs.
* Firm ride suspension
* Rear window defroster
* Heated driver and passenger side door mirrors
* DRL preference setting
* Deep tinted windows
* Manual climate control

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$53,140.00
Order Code 600A	N/C
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
GVWR: Fixed 10,000 Lb Package	Included
Tires: LT245/75Rx17E BSW A/S	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Radio: AM/FM Stereo w/MP3 Player	Included
Ford Connectivity Package (1-Year Included)	Included
SYNC 4 w/8" Center Display	Included
50-State Emissions System	STD
160" Wheelbase	STD
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Electronic-Locking w/3.73 Axle Ratio	$430.00
Trailer Brake Controller	$300.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: THOMAS COUNTS
11/10/2026

Dick Smith Ford | 7201 Garners Ferry Rd. Columbia South Carolina | 292092108

2027 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 720 | Quote ID: oconee7

Major Equipment

* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* 60-40 folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 4-way directional controls
* Height adjustable front seat head restraints
* Split-bench front seat
* Front seat armrest storage
* Manual driver seat fore/aft control
* Manual passenger seat fore/aft control
* Vinyl front seatback upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill Start Assist
* Driver front impact airbag
* Passenger front impact airbag
* 6 airbags
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* 40-20-40 split-bench front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Manual reclining driver seat
* Manual reclining passenger seat
* Vinyl front seat upholstery
* Manual driver seat lumbar
* 4-wheel antilock (ABS) brakes
* Brake assist system

As Configured Vehicle

	MSRP
Platform Running Boards	$445.00
Privacy Glass	$100.00
Power-Sliding Rear-Window w/Defrost	$505.00
SUBTOTAL	$54,920.00
Destination Charge	$2,795.00
TOTAL	**$57,715.00**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Preview Order TS00 - W2B 4x4 Crew Cab SRW: Order Summary **Time of Preview:** 10/29/2026 13:59:22 **Receipt:** NA

Dealership Name: Dick Smith Ford **Sales Code :** F21228

Dealer Rep.	THOMAS COUNTS	**Type**	Fleet	**Vehicle Line**	Superduty	**Order Code**	T500
Customer Name	State of SC	**Priority Code**	M3	**Model Year**	2027	**Price Level**	720

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	$53140	50 STATE EMISSIONS	$0
TOTAL BASE VEHICLE	$53140	BACKGLASS DEFROST	$0
OXFORD WHITE	$0	POWER SLIDING REAR WINDOW	$505
VINYL 40/20/40 SEATS	$0	SPARE TIRE AND WHEEL	$0
MEDIUM DARK SLATE	$0	TRAILER BRAKE CONTROLLER	$300
PREFERRED EQUIPMENT PKG.600A	$0	JACK	$0
.XL TRIM	$0	PRIVACY GLASS	$100
.AIR CONDITIONING -- CFC FREE	$0	CONN PKG:1 YR INCL W/FORD APP	$0
.AM/FM STEREO MP3/CLK	$0	SECURITY PACKAGE: 1 YR INCL	$0
.7.3L DEVCT NA PFI V8 ENGINE	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.10-SPEED AUTO TORQSHIFT-G	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
.LT245/75R17E BSW ALL-SEASON	$0	FUEL CHARGE	$0
3.73 ELECTRONIC-LOCKING AXLE	$430	NET INVOICE FLEET OPTION (B4A)	$0
JOB #1 ORDER	$0	PRICED DORA	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	ADVERTISING ASSESSMENT	$0
PLATFORM RUNNING BOARDS	$445	DESTINATION & DELIVERY	$2795
10000# GVWR PACKAGE	$0		

ORDERING FIN: QS033 **END USER FIN:** QS033 **PO NUMBER:** 007

Customer Name:
Customer Address:

Customer Email:

Customer Phone:



1300 BLUFF ROAD COLUMBIA, SC 29201
PHONE# 877-799-7860 WEBSITE: WWW.LEETRANSPORT.NET

Custom Quotation For:
DICK SMITH

Personal Contact:
TOM

Quote #	NG20261110-DSF2
Date:	11/10/2026
Phone #	

FORD F250 CC 6.5 BED

	PRICING:
FURNISH AND INSTALL	
A.R.E. V SERIES FIBERGLASS TRUCK CAP (PC: OXFORD WHITE)	$ 2,770.00
SIDE ALUMINUM PANELED WINDOORS @$405/EA	$ 810.00
D/S TOOLBOX W/DIVIDER	$ 440.00
FRONT PICTURE WINDOW	INCL
REAR GLASS 1/2 DOOR	INCL
ESTIMATED LEAD TIME 6-8 WEEKS	$ -
CARGOGLIDE 100%EXT/1500#CAP *DCG1500XL-8048*	$ 3,190.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
****DEPOSITS TO ORDER A.R.E. CAPS ARE 25% AND NON-REFUNDABLE****	$ -
****ANY CREDIT CARD CHARGES OVER 3,000 WILL BE ASSESSED A 3% PROCESSING FEE****	$ -
Price good for 30 days. **Tax not included in quote.**	$ -

Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Net Price:	$ 7,210.00
Discount:	
State Sales Tax:	
Total Price:	$ 7,210.00

Chassis: **CA:** **Paint:**

Other Data:

Tax Exempt No **Terms:** **Delivery Date:**

Accepted By **Date:**

Lee Transport Equipment, Inc.

By: **NATHAN GALUB**

Division of
Procurement Services

Statewide Term Contracts

Vehicles

Classification	Contract Type Manager	Phone#
Supplies & Services StateTerm	Michael S. Speakmon	803.737.9816

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: 5400026980

Attachments:

• List of Contractors, Manufacturer's

Vendor: Alan Jay
Contract#: 4400035155
Vendor#: 7000281243
Address: 5530 US Hwy 27 S, Sebring, FL 33870
Contact: Matt Forte
Phone#: 863-402-4234
Email: matt.forte@alanjay.com
Vendor: Beach Automotive Group
Contract#: 4400035158
Vendor#: 7000344224
Address: 851 Jason Blvd., Myrtle Beach, SC 29578
Contact: Keith Laylo
Phone#: 570-956-6007
Email: keith@beachautomotive.com
Vendor: Benson Automotive of Spartanburg
Contract#: 4400036886
Vendor#: 7000341724
Address: 1098 North Pine St. Spartanburg, SC 29303
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive.com
Vendor: Benson Hyundai
Contract#: 4400036887
Vendor#: 7000341998
Address: 250 Reidville Rd., Spartanburg, SC 29301
Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@drivebensonkia.com

Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@drivebensonkia.com

Vendor: Benson Nissan
Contract#: 4400036885
Vendor#: 7000246679
Address: PO Box 3447, Spartanburg, SC 29304
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive.com

Vendor: Carl Black
Contract#: 4400035160
Vendor#: 7000358424
Address: 11500 E Colonial Dr., Orlando, FL 32817
Contact: Edgar Massoni
Phone#: 305-781-3661
Email: emassoni@carlblack.com

Vendor: Carolina International
Contract#: 4400037441
Vendor#: 7000083474
Address: 1619 Bluff Rd., Columbia, SC 29201
Contact: Steve Wiser
Phone#: 803-446-3443
Email: swiser@carolinainternational.com

Vendor: Cooper Chevrolet
Contract#: 4400036888
Vendor#: 7000342507
Address: 351 North Jefferies Blvd,
Contact: Chip Cooper
Phone#: 864-939-0428
Email: chip@coopermotor.com

Vendor: Dick Smith Ford
Contract#: 4400035139
Vendor#: 7000088455
Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

On 10/10/2025 the State removed the Nissan line from this contract. Dick Smith Nissan now has a separate contract for the sale of Nissan vehicles.

Contact: Tom Counts
Phone#: 803-309-2752
Email: thomascounts@dicksmith.com
Contact: Adam Rodriguez
Phone#: 803-343-5812
Email: adamrodriguez@dicksmith.com

Vendor: Dick Smith Nissan
Contract#: 4400038207
Vendor#: 7000241463
Address: 9940 Two Notch Rd., Columbia, SC 29223

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: D&D Motors

Contract#: 4400038152

Vendor#: 7000025098

Address: 13655 East Wade Hampton Blvd, Greer, SC 29651

Contact: Charlie Belue

Phone#: 864-877-0711. Ext 196

Email: charlie@ddmotors.com

Vendor: Excel Truck Group

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: Ford of Spartanburg

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: Hendrick Chevrolet

Contract#: 4400037566

Vendor#: 7000377020

Address: 100 Parkridge Dr., Columbia, SC 29202

On July 17, 2025, the State terminated the Love Chevrolet Contract and awarded Hendrick Chevrolet in lieu of performing a novation due to the sale of Love to Hendrick.

Contact: Donna Casey

Phone#: O: 803-407-2275 C: 803-319-723

Email: donna.casey@hendrickauto.com

Vendor: Herlong Ford, Inc.

Contract#: 4400036959

Vendor#: 7000178414

Address: 775 August Rd., Edgefield, SC 29824

Contact: Elzabeth Herlong

Phone#: 803-637-5698

Email: elizabeth@herlong.net

Vendor: Horace G Ilderton, LLC

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Contact: Kim Tuttle

Phone#: 336-822-8704

Email: ktuttle@ilderton.com

Vendor: Lynn Cooper

Contract#: 4400036882

Vendor#: 7000025437

Address: 305 East Main Street, Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Model 1

Contract#: 4400036359

Vendor#: 7000348813

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

In January 2025, and for the purposes of this contract, Creative Bus Sales became Model 1 and the Creative Bus Sales contract (4400035152) was terminated and replaced with this Model 1 Contract.

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: Parks Ford

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: Richard Kay Automotive

Contract#: 4400036884

Vendor#: 7000154825

Address: 1935 Pearman Dairy Rd., Anderson, SC 29625

Contact: Robert Kay

Phone#: 864-309-2178

Email: robkay@richardkayauto.com

Vendor: Santee Automotive

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: Shealy's Truck Center
Contract#: 4400035137
Vendor#: 7000028278
Address: 1340 Bluff Rd., Columbia, SC 29201
Contact: Steve Gardner
Phone#: 803-201-9257
Email: sgardner@shealytruck.com

Vendor: Stivers Ford
Contract#: 4400036910
Vendor#: 7000369259
Address: 4355 Jonesboro Road, Union City, GA 30291
Contact: Roger Moore
Phone#: 770-527-9041
Email: rmoore@stiversonline.com

Vendor: Team Dodge Ram of Myrtle Beach
Contract#: 4400035215
Vendor#: 7000335857
Address: 4849 US Highway 501, Myrtle Beach, SC 29579
Contact: Shawn Schmitt
Phone#: 916-825-2586
Email: sschmitt@teamautogroup.com

Vendor: Toyota of Greensboro
Contract#: 4400036889
Vendor#: 7000366128
Address: 2630 Battleground Ave., Greensboro, SC 27408
Contact: Andy Slaughter
Phone#: 336-583-5846
Email: aslaughter@toyotaofgreensboro.com

Vendor: US Fleet Source
Contract#: 4400035154
Vendor#: 7000264582
Address: 979 Village Oaks Dr., Covina, CA 91724
Contact: Sales
Phone#: 877-315-9397
Email: sales@usfleetsource.com

Division of Procurement Services
1333 Main St., Suite 700 | Columbia, SC 29201
MAIN: 803.737.0600 | **FAX:** 803.737.0639

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2026

ITEM TITLE:

Title: Ardurra Group, Inc. Work Authorization #7
(Airport Layout Plan & Master Plan Narrative Project)

Department(s): Airport

Amount: FAA 95%: $422,282.60
State 2.5%: $ 11,112.70
County 2.5%: $ 11,112.70
Total: $444,508.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.
Budget: **$444,508.00** Project Cost: **$444,508.00** Balance: **$0.00** Finance Approval: _____
(AIP Project No. 3-45-0016-039-2026 & IIJA / AIG Project No. 3-45-0016-040-2026
Local Match funding from 010-720-99999-97131 - $3,612.70 and 010-720-99999-97132 - $7,500.00)

BACKGROUND DESCRIPTION:

The Oconee County Regional Airport is requesting approval to proceed with professional engineering and consulting services for the preparation and submission of an Airport Layout Plan (ALP) and accompanying Master Plan Narrative. The project is necessary due to the Federal Aviation Administration's (FAA) reclassification of the airport from Category B2 to Category C2 and will establish the planning and design framework necessary to address current and future airport facility needs and ensure compliance with applicable FAA standards. The following provides the background and justification for the proposed professional services:

- On February 1, 2022, Council approved the award of RFP 21-08 for Professional Engineering and Consulting Services at the Oconee County Regional Airport to W.K. Dickson & Company, Inc., of Columbia, SC, for a five-year term on an as-needed basis. In August 2024, W.K. Dickson & Company, Inc. merged with Ardurra Group, Inc. All future work will be performed under the Ardurra Group name.
- In July 2025, the Federal Aviation Administration (FAA) notified Oconee County Regional Airport that the airport's current Category B2 classification had been reclassified to Category C2 due to an increase in aircraft traffic volume, as well as the larger size and higher operating speeds of aircraft utilizing the airport. Airport category/classification changes require the preparation and submission of a new Airport Layout Plan (ALP) and accompanying Master Plan Narrative. These documents will reflect the airport's reclassification from Category B2 to Category C2 by incorporating the applicable C2 design standards, identifying facilities that currently meet B2 standards, and outlining the future improvements necessary to achieve compliance with C2 standards.
- On May 1, 2026, the airport engineering consultant, Ardurra Group, Inc. assisted Oconee County with the preparation and submission of an Airport Layout Plan and accompanying Master Plan Narrative Project application to the FAA for funding consideration under the Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) programs.
- On July 20, 2026, Oconee County received Federal Aviation Administration (FAA) grant offers under the Airport Improvement Program (AIP), Project No. 3-45-0016-039-2026, and the Airport Infrastructure Grant (AIG), Project No. 3-45-0016-040-2026, for the Airport Layout Plan with Master Plan Narrative Project.
- On August 18, 2026, Oconee County Council approved the acceptance of the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Offer, Project No. 3-45-0016-039-2026, Airport Infrastructure Grant (AIG) Grant Offer, Project No. 3-45-0016-040-2026, and committed the required local match funds for the Airport Layout Plan with Master Plan Narrative Project.

The Oconee County Regional Airport now seeks to contract with Ardurra Group, Inc. to provide professional services for the preparation and submission of an Airport Layout Plan (ALP) and accompanying Master Plan Narrative as requested by the Federal Aviation Administration (FAA).

Ardurra Group, Inc. Work Authorization #7 in the amount of $444,508.00, includes professional services for the preparation and submittal of an Airport Layout Plan with Master Narrative in compliance with FAA AC 150/5070-6B, latest change.

SPECIAL CONSIDERATIONS OR CONCERNS:

The project costs will be funded through a combination of federal, state, and local funds. The FAA will fund 95% of the project cost, $422,282.60; the South Carolina Aeronautics Commission (SCAC) will fund 2.5%, $11,112.70; and Oconee County will provide the required 2.5% local match, $11,112.70.

ATTACHMENT(S):

1. Work Authorization #7 Ardurra Group, Inc.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Work Authorization #7 from Ardurra Group, Inc. in the amount of $444,508.00.
2. Authorize the County Administrator to execute all necessary documents related to this project, contingent upon receipt of the grant award letter from the South Carolina Aviation Commission (SCAC).

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item 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.

WORK AUTHORIZATION No. 7

In accordance with
PROFESSIONAL SERVICES AGREEMENT
between
OCONEE COUNTY and ARDURRA GROUP, INC.

AIRPORT MASTER PLAN

Oconee County Regional Airport (CEU)

Seneca, South Carolina

June 26, 2026

This Work Authorization made and entered into this _____ day of _____, 20___, by and between the OWNER:

Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

and the CONSULTANT:

Ardurra Group, Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on February 2, 2022, into which this Work Authorization is hereby incorporated and made a part hereof, to specify the following:

SCOPE OF SERVICES

See Attachment A.

PROJECT SCHEDULE

See Attachment A.

FEE SCHEDULE

The total fee of all work and expenses in this scope of work:

ARDURRA

I.	PROJECT MANAGEMENT & GRANT ADMINISTRATION		
	A. Project Management and Grant Administration	Lump Sum	$38,272
		AMP Phase I Subtotal	**$38,272**
II.	AIRPORT MASTER PLAN & LAYOUT PLAN UPDATE		
	A. Airport Requirement Studies	Lump Sum	$134,618
	B. Airport Layout Plans	Lump Sum	$97,446
	C. Financial Plan/Documentation	Lump Sum	$67,372
	D. Aerial Survey	Lump Sum	$106,800
		AMP Phase II Subtotal	**$406,236**
		WORK AUTHORIZATION No. 7 TOTAL	**$444,508**

ADDITIONAL WORK

Any additional work required but not contained in the attached Scope of Services shall be in accordance with the Master Agreement (Professional Services Agreement between OWNER and CONSULTANT) dated February 2, 2022, which is incorporated herein by reference. This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this Work Authorization.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

COUNTY OF OCONEE, SOUTH CAROLINA

By:_____

Stewart Jones
County Administrator

Date:_____

CONSULTANT:

ARDURRA GROUP, INC.

By: _____

Michael Floyd
Aviation Planning & Advisory Services
National Leader

Date: _____

ARDURRA

Attachment A

Oconee County Regional Airport (CEU) – Seneca, SC
AIRPORT MASTER PLAN
SCOPE OF WORK **April 14, 2026 (Revised June 26, 2026)**

INTRODUCTION

Oconee County, South Carolina has established an objective of creating a planning document that provides the tools needed to guide them through proper development of the Oconee County Regional Airport (CEU) for the next 20-year planning period. The County has determined that they are in need of an Airport Master Plan and update to their Airport Layout Plan (ALP) to meet this objective.

Future development of an existing airport requires a logical and systematic approach that integrates standard airport development criteria with creative design. Of utmost importance is the ability to identify the key issues for the particular airport and to develop an airport layout planning document and narrative report that will address these key issues and provide a guide for growth of the facility.

Ardurra Group, Inc. proposes to provide the service to create this planning document and submits a proposal to complete an Airport Master Plan (AMP) and Layout Plan (ALP) Update (in compliance with FAA AC 150/5070-6B, latest change) with the following tasks in order to provide the best possible near and long-term solution to developing the Oconee County Regional Airport (CEU).

Phase I – Project Management & Grant Coordination

Task 1: Project Management & Grant Coordination:
This task facilitates overall project and associated grants through routine coordination with client and FAA/SCAC for the duration of the project. Various task products include project development, invoicing, grant application submittal, reimbursement forms, formal and informal meetings with the Airport Director and FAA/SCAC associated with invoicing, grants, and funding. Additionally, it includes subconsultant coordination for project data collection parameters such as areas of collection, accuracy, analysis and deliverables as well as contractual logistics and FAA 18B submittal coordination and verification.

Phase II – Airport Master Plan & Layout Plan Update
Airport Requirement Studies

Task 2: Study Design:

Objective: The initial step in the planning process is to develop an acceptable study design. This study design includes the identification of study issues developed resulting from a review of available data, extracting those factors which are the impetus for the study, and derive specialized efforts to be carried out in association with the Plan.

Several issues identified as having importance to the future of the Airport include:

- General Aviation Activity Growth;
- Runway Length Needs;
- Runway Width Needs;
- Runway Strength Needs;
- Approach and Minima Demands;
- Mitigating Approach Obstruction Issues;
- Terminal Area Alternatives;
- Apron Development and Terminal Area Movements;
- Airfield Development and Land Acquisition Needs;
- Design Standards as Applying to Planned Development.

Working closely with the Airport Management, we propose to reach decisions concerning the projects end-product and final study format, including development of methodologies and evaluations. This may include formal and informal meetings to discuss scope and direction of objectives to the Sponsor. This final scope will address the criteria and policies framework in which the study is to be prepared.

Task Product: Establish the priorities of the Sponsor in the long-term development of the Airport and develop a scope of work to achieve the established goal.

Task 3: Data Collection and Inventory:

Task 3 provides a background for developing future projects and needs at the airport that will ultimately be utilized in justifying any recommended development items.

Objective: Inventory and collection of data pertaining to the Study essential for determining existing services, constraints, and projecting future needs of the facility and ultimate completion of the Airport Master Plan.

A. Socioeconomic Information: Historic and projected information for the 20-year planning period, as may be readily available by local sources, will be assembled. Data to be sought includes population statistics and land use.

- ✈ Population Statistics
  --historic
  --projected

- ✈ Land Use
  --existing
  --adopted and/or Community Transportation and Comprehensive Plans (if available)
  --zoning (if available and in place)

B. Aeronautical Study: Inventory of aircraft based at the Airport, will be listed by category:

- ✈ Single Engine Piston
- ✈ Multi-Engine Piston
- ✈ Turbo-Prop
- ✈ Jet
- ✈ Rotorcraft
- ✈ Other

C. Existing Studies: Generally review existing studies which impact the development of this update, as may be available:

- ✈ Current Airport Layout Plans/Reports
- ✈ ALP Drawings
- ✈ Property Information
- ✈ Recent Pavement Rehabilitation and Strength Ratings
- ✈ State Airport System Plan Information
- ✈ National Plan for Integrated Airport Systems
- ✈ FAA Terminal Area Forecasts (TAF)
- ✈ FAA Traffic Flow Management System Counts (TFMSC)
- ✈ Any available third-party ADS-B operations collection data

D. Airfield Inventory: Data on the existing airfield facilities and terminal area components of the airport will be collected. This will include:

- ✈ Runways (length, width, and strength)
- ✈ Taxiways (length, width, and strength)
- ✈ Space Allocation

--based aircraft
--itinerant aircraft
--military aircraft, if any

✈ Airport Acreage
--fee simple
--easement

✈ Pavements
--strength (pavement analysis & calculation)
--condition
--type

✈ Geometric Standards and Approach Surfaces, including:
--runway centerline to taxiway centerline
--runway centerline to building restriction line
--taxiway centerline to building restriction line
--taxiway centerline to apron edge
--Runway Safety Area, RPZ, OFA, OFZ, RAZ, RDZ
--FAR Part 77 Approach Surfaces
--TERPS Surfaces
--Departure Surfaces

✈ Terminal Area
--buildings by function/condition
--access roads
--apron areas, parking positions by type
--tie-downs, anchors
--hangars
* conventional
* maintenance
* office
* T-hangars
--vehicular parking

✈ Lighting and NAVAIDS
--runway lights
--taxiway lights
--VASI/PAPI
--Runway Approach Lighting Systems (ALS)
--segmented circle/wind cone
--NAVAIDS
--REIL
--obstruction lights

--other components

✈ Specific geometric dimensions such as:
--distance from apron to edge of taxiway
--taxiway widths
--access road length

✈ Aircraft
--Based
* single-engine piston
* multi-engine piston
* turboprop
* jet
* other (helicopters & gliders)

--Operations
* based, by type
* itinerant, by type
* rotorcraft and other
* existing large aircraft counts from FBO/management logs (as available)

✈ Airspace
--VFR or Instrument approaches
--airfield communications

✈ Weather Data
--wind roses (wind coverage)
* VFR
* IFR
* All Weather

✈ Interviews
--Meeting with Airport Management to gain knowledge of the Airport's operation. This will occur with one formal meeting of two project team staff and may include one or two informal follow-up (phone call) questions by the same staff.

Task Product: A database regarding the airport and its service area would be developed for use throughout the Study and a resulting Inventory Chapter will be incorporated in the layout plan project narrative report. Additional data would be acquired from various sources including Airport Management, the Local Governments, the FAA, and the South Carolina Aeronautics Commission (SCAC), as needed.

Sub-Task 3a: Aerial Photography and Photogrammetry:

Objective: Aerial photogrammetry of the existing airport and inner runway approach zones (RAZs) up to 100' above each runway end elevation using the proposed approach slope, plus photogrammetric data of building elevations. Ground Control, Aerial Photography, and Photogrammetry will be completed by NV5 Geospatial, Inc. per FAA AC's 150-5300 16B, 17C & 18B.

Sub-Task Product: Color aerial photograph and photogrammetric data at 1" = 400' scale with 2-foot ground elevation contours, of up to 3,500 acres (Airport property plus planned and existing inner runway approach zones). Photogrammetric data to be used to develop planimetrics of Airport and adjacent properties, for use in ALP sheets and other graphics as needed as well as compliance with FAA AGIS system.

Sub-Task 3b: As-Built Layout Plan & Data Collection Coordination:

Objective: An as-built layout plan that depicts existing facilities is critical to the Airport Layout Plan as an accurate baseline. Such data is needed to ensure that both current operations and future development is based on valid assumptions regarding the Airport and its vicinity.

Sub-Task Product: As-built layout drawings for up to 600 acres (Airport property plus adjacent parcels) will be compiled using data collected for photogrammetry, plannimetric, obstructions, parcels, topography, and field survey and utilized in the ALP for the creation of the Airport Layout Plan sheet and other required drawings. A meeting with Airport Management, and his invitees, to discuss the project status and draft planning documents will be held with a focus on inventory and goals. Aerial photogrammetry data will be collected per FAA AC 150-5300 16B, 17C & 18B at the beginning of this project for safety-critical features including NAVAIDs, runway attributes, obstructions as well as non safety-critical features such as terminal area pavement edges and buildings and provided for use during the project.

Task 4: Determination of Long-Term Facilities Requirements:

Objective: Assimilate the data collected in Task 2 to derive an aeronautical demand for the 20-year time frame in 5, 10, and 20-year increments, of the plan update.

A. Forecasts: Development of projections of aviation demand is a key element in the planning process and is important data to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development. The general methodology for the aviation demand forecasts reflects the following approach:

(1) Collect and evaluate existing aviation activity data. Data will be obtained from various sources including the Airport. Data needed to develop the projections of demand include, but is not limited to:

- Any previous layout plan/forecast data available;
- Any historic based aircraft counts or general aviation operational activity collected by the Airport;
- Existing Critical Aircraft observations provided by airport management and analyzed from available data, including flight operation logs, and available ADS-B/FAA database resources with a focus on the data available for the last 5-year period to discover trends in both existing and establishment of the proposed critical aircraft.
- Existing based aircraft fleet mix provided by the Airport and available data;
- Socioeconomic data (20-year historic and 20-year project population, employment, and income data) compiled from US Census Bureau, South Carolina Department of Commerce, and other sources;

(2) Evaluate aviation activity and develop activity projections (5-year, 10-year and 20-year periods) for the following components: aircraft operations (general aviation-local and itinerant), based aircraft by type, aircraft fleet mix (based and operational), and identify/justify the existing and ultimate critical aircraft by Airport Reference Code (ARC) group and representative model. As part of this element, appropriate regional, state, and national aviation trends will be analyzed and incorporated. Projections of aviation demand will be developed using standard forecasting methodologies. Assessment of these forecasts with varying levels of certainty and ultimately recommend a preferred forecast for each factor (based aircraft and operations).

(3) Documentation will be provided outlining the results of the aviation demand forecast model results, explain and evaluate the methodologies used to generate them, and provide a discussion will also include a summary of aviation activity and any known factors influencing aviation activity at CEU. These factors could include, but are not limited to corporate and recreational traffic user levels, socio-economic factors, geographic attributes, and regional/state/national trends.

Sub-Task Product: A Forecasting Chapter will be developed for the Airport Master Plan Report that summarizes, with appropriate tables, graphs, charts, etc. the methods and results of the projections of aviation demand. Coordination with the SCAC/FAA will occur to review, provide responses to comments/questions, and ensure approval of the preferred aviation demand forecasts. This chapter will be combined with Inventory and Introduction Chapters to provide a Primary Submittal Package submitted for review by

the FAA/SCAC in the intermediate stages of the project. Up to two rounds of comments and questions from agency reviewers will be addressed as appropriate for approval prior to the remaining sections of the Master Plan Narrative Report and ALP drawing set being completed.

B. Facility Requirements: Based on the capacity analysis and FAA guidelines, the facilities required to meet expected demand levels would be determined by examining each facility element and identifying the size, type, classification of each feature will need to realize in order to provide the service needed and prevent safety or capacity limitations in the planning period. Recommended facility requirements would be staged into short, intermediate, and long-range requirements based upon the various years' forecasts. Requirements would be determined for the following facility elements:

- Airport Category;
- Runways - length, width, strength, airspace, runway protection zones, approach slopes, configuration and alignment;
- Taxiways - width, strength, clearance, and alignment;
- Apron - size, strength, configuration, expansion, and number of parking spaces/tie-downs;
- Navigational aids – type and locations;
- Runway approach protection;
- Pavement Marking - approaches, runways, taxiways;
- Lighting;
- Terminal Area - terminal/administration building needs, service (maintenance) hangars, storage hangars, and fuel storage;
- and auto parking.

Sub-Task Product: A Facility Requirements Chapter will be developed for the Report, which summarizes elements reviewed for airfield expansion and terminal area expansion and discuss what level the element will need to achieve to meet any non-standard design elements as well as the expected demand by the proposed critical aircraft group. Should enough data be collected to provide justification for any additional runway length, that will be reported in this Chapter and included in the following alternatives development process.

C. Alternatives Development: Based on the determination of non-standard design elements and capacity analysis within FAA guidelines, the facilities required to meet these requirements and expected demand levels would be determined by developing alternatives that incorporate the facility elements determined to be required by Task 4B. Within the Facility Requirements Chapter, identification of up to three alternatives that meet the goals, yet have different features will occur. Review will then occur of each alternatives ability to meet the established existing

critical aircraft design requirements and provide the capacity needed to accommodate projected levels of demand and the capability of meeting the functional objectives, and the efficiency of an alternative as a whole. An example of this may be the constructability and overall cost. After reviewing the alternatives and obtaining stakeholder feedback, a recommended alternative will be developed. The recommended alternative will have the three stages identified in all of its facility elements and development features.

Sub-Task Product: Within the Facility Requirements Chapter, alternatives for achieving the goal of meeting airfield standards and forecasted demand for the aforementioned facility elements will be identified and discussed. Up to three viable working alternatives will be developed and utilizing stakeholder input, and a final alternative may be developed as a result of the feedback collected during the alternatives analysis process. The facility elements will be accommodated into a recommended development schedule outlined in three stages for the planning period and geographically depicted in the ALP plan set with each element's recommended development described within the narrative chapter.

Task 5: Environmental Overview:

Objective: Identify land uses which may affect how, or what limitations the airport may encounter in its future development.

Conditions or land uses which may account for environmental consequences in developing the airport will be investigated. This effort is **NOT** to be construed as a full Environmental Assessment, but as an overview which may provide a point of beginning for an Environmental Assessment. Information to be collected and presented may include:

- Solid Waste disposal sites
- Toxic waste disposal
- Floodplains, wetlands, and streams (no surveys intended)
- Known endangered/threatened species (no surveys intended)
- Section 4 (f) lands (parks and recreation areas)
- Known archaeological/historic resources (no surveys intended)
- Prime and Unique farmland
- NPDES Requirements

Task Product: This task may require coordination with those agencies controlling the various topics. Available Federal, State, and Local GIS data as well as a comprehensive EDR Report will be utilized as appropriate. A summary containing the results of this investigation will be compiled and a summary of the findings presented in the AMP Report. Any other special surveys/ studies/ testing/ monitoring which may be identified by participating agencies are not included in this

effort, but may be contracted for separately. This task may be incorporated into the inventory or facility requirements chapters and may not be a "stand alone" chapter of the layout plan report.

Airport Layout Plans

Following the completion of Airport Requirement Studies of the plan update, drawings depicting proposed development at the Airport will be prepared. Prior to finalization, appropriate alternatives will be presented to the Airport for consensus prior to proceeding. All drawings would conform to current FAA guidelines and be compiled in color, where appropriate.

Task 6: Airport Layout Plan & Exhibit 'A' Property Map:

Objective: Update the Airport Layout Plan incorporating the recommended facilities ascertained in Task 4 and a Property Map outlining properties currently owned and planned for acquisition.

The Airport Layout Plan (ALP) would display the Airport and immediate environs and include:

- Location and vicinity maps;
- Runway and Airport data tables;
- Wind information;
- Runway Protection Zones;
- Staging of development (existing and through ultimate);
- Runway/taxiway configurations;
- Apron areas;
- Buildings;
- Automobile parking;
- Access roads;
- Navigational Aids (on/off airport-visual & instrument);
- Geometric dimensions, and
- Airport property lines, property history and previous ownership, and any potential property acquisitions or releases.

The ALP will be prepared in accordance with ARP SOP 2.00 and the associated ALP Review Checklist will be utilized for QC and completeness review and submitted with the draft ALP.

The Exhibit 'A' Property Map will be a composite exhibit that will be formulated out of data from the previous ALP, available SCAC Property Exhibit line work and data, recent project surveys, and planned land acquisition needs per ARP SOP 3.00.

Task 7: Airport Airspace Drawing:

Objective: Update of the Airport Airspace Drawing relative to any criteria changes made requisite by accommodation of the long-term facilities requirements.

Scope: The Airport Airspace Drawing will display the imaginary surfaces associated with the Airport as designated in FAR Part 77, as amended. The plan will include the approach profiles and identify all obstructions to FAR Part 77 surfaces based on data collected in Task 3a.

Task Product: A new Airport Airspace Drawing will be produced and any obstructions will be identified.

Task 8: Inner Portion of the Approach Surface Drawings:

Objective: Update of the Inner Approach Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.

Scope: The Inner Approach Drawing will display the surfaces associated with Runway Protection Zones (RPZ), FAR Part 77 Approach Surfaces (RAS), and TERPS Surfaces out to 100' above Airport elevation and based upon each runway end's approach slope. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, and clearances to approach surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

Task Product: Updated Inner Portion of the Approach Surface Drawings with obstruction analysis results from Sub-Task 9a of the FAR Part 77 Approach Surfaces (RAS), and TERPS Surfaces will be produced.

Sub-Task 8a: Aerial Topography and Obstruction Analysis:

Objective: An analysis of potential obstructions and development upon the existing topographic constraints is essential to this ALP. Such data provides information for planning and designing potential development projects under near existing site conditions and provides a basis for future obstruction mitigation and airspace configuration and development.

Sub-Task Product: Analysis will be performed for FAR Part 77, TERPS, and Departure Surfaces utilizing the aerial photogrammetry, topography, and obstruction data collected in Task 3a.

Task 9: Runway Departure Surface Drawings:

Objective: Update the Departure Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.

Scope: The Departure Surfaces will provide a geographic representation of known obstructions in plan and profile to the Surface based upon each runway end's existing or proposed departure end. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, if known, and clearances to the departure surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

Task Product: Updated Departure Surface Drawings with obstruction analysis results of Sub-Task 8a of the Runway Departure Surfaces will be produced.

Task 10: Terminal Area Plan(s):

Objective: Prepare a Terminal Area Plan(s) incorporating the recommended facilities ascertained in Task 4.

Complementing the Airport Layout Plan, drawing(s) of recommended terminal area facilities would be prepared and displayed in a fashion that outlines logical planning stages: I (short term), II (intermediate term), and III (long term). The Terminal Area Plan(s) would display the following elements:

- Building locations/general size;
- Aircraft parking apron spaces/tie-downs, unloading area, fuel area, and temporary parking;
- Auto parking areas;
- Access and service roads, and security fencing;
- Any lands needed to be purchased for the planned development.

Several alternatives to all or portions of the terminal area development may be created and discussed either formally or informally with Airport Management. A "best" development alternative will be discovered in this process.

Task Product: A recommended plan for the terminal area development exhibited in Terminal Area Plan Drawing(s).

Task 11: Land Use Plan and Recommendations:

Objectives: Utilizing land use guidance documents provided in precedent by the SCAC Land Use Planning Document and other ACRP Reference Documents, provide recommendations to the Local Government and the Airport on surrounding land uses that are compatible or incompatible with Airport Activity under the Airport's ultimate development plan, operational activity impacts, and protected surfaces.

Task Product: A Land Use Drawing depicting noise-sensitive areas within vicinity of the Airport and general land uses around the airport for the current and ultimate 20-year condition will be produced. A list of recommended general land uses that are compatible with Airport activity and noise exposure levels will be provided. This includes an inventory of existing land uses adjacent to the Airport which will use any available existing comprehensive land use and zoning ordinances and maps, including any airport height and hazard ordinance to produce recommendations for surrounding land uses.

Implementation Plan & Documentation

Based upon the proposed development for the short, intermediate, and long-range planning periods, cost estimates and general financing schemes would be prepared.

Task 12: Schedules of Development:

Objective: Formulate a recommended development plan incorporating planning stages for the recommended long-term facilities based on triggering demand.

An analysis would be undertaken to determine priorities in developing proposed aviation facilities. From this analysis, staging of proposed development would be recommended based on expected demand levels and triggering need. The staging sequence would be delineated on the airport plans.

Task Product: Planning stage depiction of recommended long-term facilities development.

Task 13: Estimates of Development Costs:

Objective: Prepare cost estimates for the recommended facilities development.

Cost estimates for the recommended facilities would be prepared to describe the range of capital funding requirements for each development stage. Estimates would be presented for specific airport development items such as:

- Land acquisition;
- Buildings (Terminals, Support Buildings, and Hangar);
- Runways;
- Taxiways;
- Aprons; and,
- Navigational aids.

These costs would be broken down by planning stage utilizing the most recent construction costs available.

Task Product: Cost estimates for the recommended long-term facilities development and summarized in the Implementation Plan Chapter of the Master Plan Report.

Task 14: Documentation (Coordination/Document Prep): Task includes preparation of the Airport Master Plan Package including Airport Master Plan Report and Layout Plan Set adhering to FAA guidance AC 150/5070- 6B, ARP SOP 2.00 ALP Checklist and ARP SOP 3.00 Exhibit 'A' Review Checklist. Digital and hardcopies will be produced and submitted as appropriate. Additionally, addressing expected review agency comments and responses will occur in this task.

Objective: Undertake a program of coordination and prepare an Airport Master Plan Report to accompany the drawing set and documenting the Master Plan process, findings, and recommendations.

This task consists of two sub-tasks, coordination and document preparation.

A. Coordination – Three formal or informal meetings are anticipated in conjunction with the planning process. The first meeting may meet to discuss the effort underway and describe the results of the facility requirements phase. This meeting would likely be held at the time of a regularly scheduled meeting.

   The second meeting may present the alternative development scenarios and solicit input from Airport Management/County Officials.

   A third meeting may be a formal presentation of the plan's results. This meeting could be scheduled in conjunction with a regularly scheduled Airport or Local Government meeting.

B. Report Preparation – A report documenting the Oconee County Regional (CEU) Airport Master Plan will include a full analysis and recommendations for development. The rationale for any unusual design features and/or modifications to

FAA Airport Design Standards (if applicable) will be listed and explained. It will include several chapters of documentation and analysis including:

- Introduction
- Airfield Inventory
- Aviation Demand Forecasts
- Facility Requirements (including Environmental Review)
- Meteorology and Capacity Analysis
- Airport Plans
- Financial Plan

The Report will summarize the findings, results of analysis and recommendations of the previous tasks outlined in this scope. The Report will constitute a "road map" for the development of the Airport by the Airport Sponsor, discussing the support for the documented recommendations adhering to FAA guidance provided in FAA AC 150/5070-6B.

C. Documentation Distribution - Documentation of the Oconee County Regional Airport Master Plan Report and Layout Plan Set will be as follows:

Draft Submittal

- Draft submittal of Draft Primary Submittal Package (Working Paper No. 1) front section of the Report (Introduction, Airfield Inventory, and Aviation Demand Forecasts) will be submitted to the FAA/SCAC for review electronically.

- One (1) paper copy of the Draft Airport Master Plan Report including 11" x 17" versions of Airport Layout Plan Drawings for review by Airport Management, County Officials, FAA, and SCAC. Electronic copies will be sent upon request to any of these parties.

- One (1) paper copy of the Draft full size (22" x 34") Airport Layout Plan Drawings for review by the Airport Management, County Officials, FAA, and SCAC as needed. Electronic copies will be sent upon request to any of these parties.

- One completed copy of the FAA ALP Checklist ARP SOP 2.00 to accompany plan set and report. Electronic copies will be sent upon request to any of these parties.

Final Draft Submittal

- Electronic copy of the Final Draft AMP Report and Airport Layout Plan Drawings incorporating FAA comments.

- Completed electronic copy of the response to FAA comments spreadsheet.

Final Submittal

- Two (2) paper copies of the Final AMP Update Report to Airport Management, FAA, and SCAC.

- Four (4) paper copies of the signed Final ALP Update Plan Set to the SCAC/FAA for conditional approval. Two (2) copies will be returned to Airport Management.

- Electronic copy of the Final Airport Master Plan Report and ALP Drawings on electronic media to SCAC and Airport Management.

Task Product: Conducting and participation in meetings and coordination listed in Sub-task A and provision of the documentation as listed in Sub-tasks B & C.

Project Schedule: Ardurra Group, Inc. proposes to the following project schedule (subject to review agency response time):

- Draft Primary Submittal Package transmitted for review and comment within five months of notice to proceed;
- Draft Plans available for review and comment within ten months of notice to proceed;
- Draft Narrative Report available for review and comment within ten months of notice to proceed;
- Final Plans and Report submitted to Agencies and Management for adoption within 14 months (depending on agency review period) of notice to proceed.

ATTACHMENT A - Man Hour Estimate

PROJECT DESCRIPTION: Oconee County Regional Airport (CEU) - Airport Master Plan						DATE PREPARED: April 14, 2026 (Updated June 26, 2026)		
PREPARED BY: Ardurra Group, Inc. - J. Barkevich								
TASK NUMBER		Employee Classifications						
		Principal	Sr. Project Manager	Sr. Project Engineer/Planner	Sr. Designer	Admin.		
	LABOR RATES	$368	$257	$225	$173	$118		
	PHASE AND TASK DESCRIPTION							
	Phase I - Project Management & Grant Coordination							
1	Project Management & Grant Coordination							
i	Project Formulation	8.00	18.00	4.00	0.00	4.00		**34.00**
ii	Formulation Coordination and Meetings with Owner & FAA	4.00	18.00	6.00	0.00	0.00		**28.00**
iii	Sub consultant Coordination	2.00	8.00	4.00	0.00	4.00		**18.00**
iv	Grant Application	0.00	4.00	6.00	0.00	0.00		**10.00**
v	Grant Management (12 months)	0.00	24.00	0.00	0.00	12.00		**36.00**
vi	Invoicing and Grant Reimbursements (estimated number of 8	0.00	6.00	0.00	0.00	12.00		**18.00**
vii	Grant Close Out	0.00	4.00	6.00	0.00	4.00		**14.00**
	Total Hours:	**14.00**	**82.00**	**26.00**	**0.00**	**36.00**		**158.00**
	Phase II - Airport Master Plan and Layout Plan (ALP)							
	Airport Requirements Studies							
2	Study Design	2.00	2.00	0.00	0.00	0.00		**4.00**
3	Data Collection and Inventory							
a.	*Socioeconomic Information*	0.00	2.00	4.00	0.00	2.00		**8.00**
b.	*Aeronautical Study*	0.00	2.00	4.00	0.00	2.00		**8.00**
c.	*Existing Studies*	0.00	2.00	4.00	0.00	0.00		**6.00**
d.	*Airfield Inventory*	0.00	6.00	10.00	8.00	0.00		**24.00**
3a	Aerial Photogrammetry Data Collection & Processing	**See Attached: $106,800**						
3b	As-Built Layout Plan & Data Collection Coordination	0.00	0.00	2.00	18.00	0.00		**20.00**
4	Determination of Long Term Facilities Requirements							
a.	Forecasting							
i.	*Existing Data Collection*	0.00	4.00	8.00	0.00	0.00		**12.00**
ii.	*Forecasting: Evaluate Data*	0.00	6.00	20.00	0.00	0.00		**26.00**
iii.	*Forecasting: Forecast Methodologies*	0.00	6.00	24.00	0.00	0.00		**30.00**
iv.	*Forecasting: Projections of Demand*	0.00	6.00	24.00	0.00	0.00		**30.00**
b.	Facility Requirements							
i	*Demand Projections Review*	0.00	4.00	2.00	0.00	0.00		**6.00**
c.	Alternatives Development							
i	*Alternatives Formulation*	0.00	44.00	56.00	80.00	0.00		**180.00**
ii	*Alternatives Analysis*	2.00	20.00	36.00	16.00	2.00		**76.00**
iii	*Stakeholder Feedback & Facilitation*	0.00	12.00	10.00	8.00	2.00		**32.00**
iv	*Recommended Alternative Development*	0.00	16.00	26.00	40.00	2.00		**84.00**
v	*Development Staging*	0.00	2.00	4.00	8.00	0.00		**14.00**
5	Environmental Overview	0.00	12.00	34.00	18.00	2.00		**66.00**
	Total Hours:	**4.00**	**146.00**	**268.00**	**196.00**	**12.00**		**626.00**
	Airport Plans							
7	Airport Layout Plan & Exhibit 'A' Property Map							
i	*Airport Layout Plan Development*	4.00	16.00	24.00	80.00	6.00		**130.00**
ii	*Stakeholder meetings (Scheduling, Attendance and Follow up)*	2.00	6.00	8.00	4.00	2.00		**22.00**
iii	*Exhibit A Property Map Update*	0.00	6.00	8.00	20.00	2.00		**36.00**
8	Airport Airspace Drawing	0.00	2.00	4.00	20.00	0.00		**26.00**
9	Inner Portion of the Approach Surface Drawings	0.00	8.00	16.00	24.00	0.00		**48.00**
9a	Aerial Topography and Obstruction Analysis	0.00	4.00	10.00	24.00	0.00		**38.00**
10	Runway Departure Surface Plan(s)	0.00	6.00	14.00	20.00	0.00		**40.00**
11	Terminal Area Plan(s)	0.00	12.00	20.00	40.00	0.00		**72.00**
i	*Stakeholder Feedback & Facilitation*	2.00	4.00	6.00	4.00	0.00		**16.00**
12	Land Use Plan & Recommendations	0.00	8.00	18.00	30.00	0.00		**56.00**
	Total Hours:	**8.00**	**72.00**	**128.00**	**266.00**	**10.00**		**484.00**
	Implementation Plan/Documentation							
13	Schedules of Development	0.00	4.00	6.00	0.00	0.00		**10.00**
14	Estimates of Development Costs	0.00	4.00	8.00	2.00	0.00		**14.00**
15	Documentation (Coordination/Document Prep.)							
a.	*Final Document Coordination*	0.00	8.00	16.00	0.00	6.00		**30.00**
b.	*Draft Document Preparation/QC*	8.00	40.00	82.00	24.00	10.00		**164.00**
c.	*Address FAA/SCAC Comments & Revise Documents*	4.00	12.00	28.00	16.00	8.00		**68.00**
d.	*Document Distribution*	0.00	4.00	6.00	2.00	6.00		**18.00**
	Total Hours:	**12.00**	**72.00**	**146.00**	**44.00**	**30.00**		**304.00**
	TOTAL WORKDAYS/CATEGORY:	38	372	568	506	88		**1572.00**
	MAN HOUR COST:	$13,984	$95,604	$127,800	$87,538	$10,384		

SUBTOTAL:	$335,310
DIRECT EXPENSES:	$2,398
SUB CONSULTANT TOTAL:	$106,800
GRAND TOTAL:	**$444,508**

AMP Phase I	Project Management & Grant Admin. =	$38,272
	Airport Requirement Studies =	$134,618
AMP Phase II	Airport Layout Plans =	$97,446
	Financial Plan/Documentation =	$67,372
	Aerial Survey (Sub - NV5, Inc) =	$106,800
	Total:	**$444,508**

DIRECT EXPENSES

PROJECT DESCRIPTION: Oconee County Regional Airport (CEU) - Airport Master Plan | DATE PREPARED: April 14, 2026 (Updated June 26, 2026)

PREPARED BY: Ardurra Group, Inc. - J. Barkevich

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Project Management					
	Project Meetings (Columbia to CEU)	4	Trip(s) @	280 miles @	$0.725	$812.00
	Per Diem:	0	Breakfast		$12.00	$0.00
		8	Lunch		$16.00	$128.00
		0	Dinner		$24.00	$0.00
		0	Lodging (on lump sum Incl. taxes)		$150.00	$0.00
	Reproduction:	500	8 1/2 x 11 Xerox Copies @		$0.12	$60.00
		180	11 x 17 Xerox Copies @		$0.20	$36.00
		0	Blueprints - 8 1/2 x 11 @		$0.50	$0.00
		0	Blueprints - 42 x 72 @		$2.00	$0.00
		0	Bond - 8 1/2 x 11 @		$0.60	$0.00
		120	Bond - 22" x 34" @		$5.00	$600.00
		14	Cover(s) @		$1.00	$14.00
		6	Binder(s) @		$8.00	$48.00
	Mailings/Shipping:	1	Lump Sum		$250.00	$250.00
				Subtotal		$1,948

MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:	0	Map(s) @			$0.00
	USGS Maps:	0	Map(s) @			$0.00
	Environmental EDR Report:	1	Report @		$450.00	$450.00
				Subtotal		$450

Miscellaneous Other	Item	Amount	Description		Cost Per	
	Subconsultants					
	NV5 Geospatial, Inc.		Aerial Survey		$106,800.00	$106,800.00
	(Estimated)					
				Subtotal		$106,800
				TOTAL		**$109,198**

NV5 GEOSPATIAL

September 8, 2025

Joseph J. Barkevich, AICP
Ardurra Group, Inc.
1320 Main St., Suite 400
Columbia, SC 29201

Project: 39851 | Aeronautical Obstruction Survey – Oconee County Regional Airport (CEU)

Dear Mr. Barkevich,

This summary of work describes the scope of work and services required for an Airport Layout Plan update and aeronautical obstruction survey at the Oconee County Regional Airport (CEU) in Clemson, SC. The project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations for EXISTING Runway 7/25. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 "Airport Master Plans"
- AC 150/5300-13B, "Airport Design"
- AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B, Change 1 "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

Summary of Work

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

In addition, we will be reviewing the existing Obstacle Authoritative Source (OAS) obstacle data (798 existing objects in OAS within 18B surfaces) and potentially removing obstacles as a part of this project. Any obstacle removals will be completed by NV5 Geospatial using the FAA's Runway Airspace Management tool.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"= 3,846' of the obstruction surface areas and 1"=1,923' of the mapping limits. The aerial imagery will cover all of the Airspace Analysis surfaces using a Digital Mapping Camera III (DMC-III), or comparable, during leaf-on conditions.

From the 1"=3,846' imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,923' imagery, we will produce the following:

- 100 scale mapping with 2' contours of the mapping limits (2,250 acres)
- Color digital orthophotos with a 0.5' pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces

The online SOWs will be prepared during project initiation with input from the airport, Ardurra, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Oconee County Regional Airport (CEU) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the SC State Plane Coordinate System, Single Zone in US survey feet.
Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan
- Full field-collected attribution of all airport features
- Final Survey Report

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (Ardurra).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to

rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property and surrounding area, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file formats.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the ADIP database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runway 7/25 with Vertically Guided Operations
  (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at http://airports-gis.faa.gov.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

Deliverables

The 18B deliverables that will be uploaded to the ADIP website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 7/25
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to Ardurra:

- Topologically structured Planimetric data and two foot contours in AutoCAD format (mapping limits)
- Spot elevations on features in AutoCAD/Excel/CSV file format (top elevations limit)
- OAS obstacle data spreadsheet containing changes (XLS format)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (1' ortho limits)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (0.5' ortho limits)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated)

All digital files will be delivered on external hard drive, FTP, or email.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost: $106,803.00.

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Ardurra. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

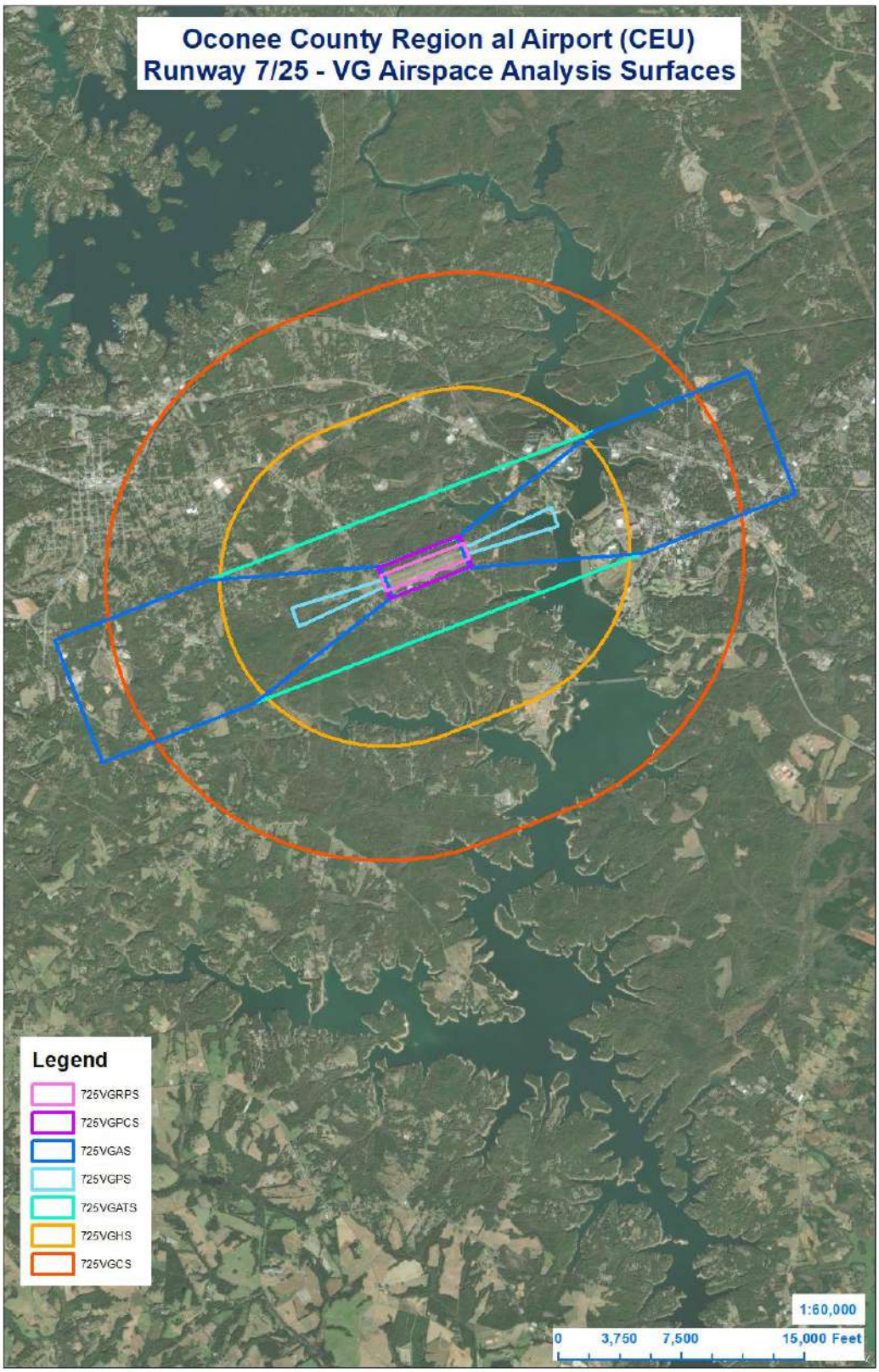
Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

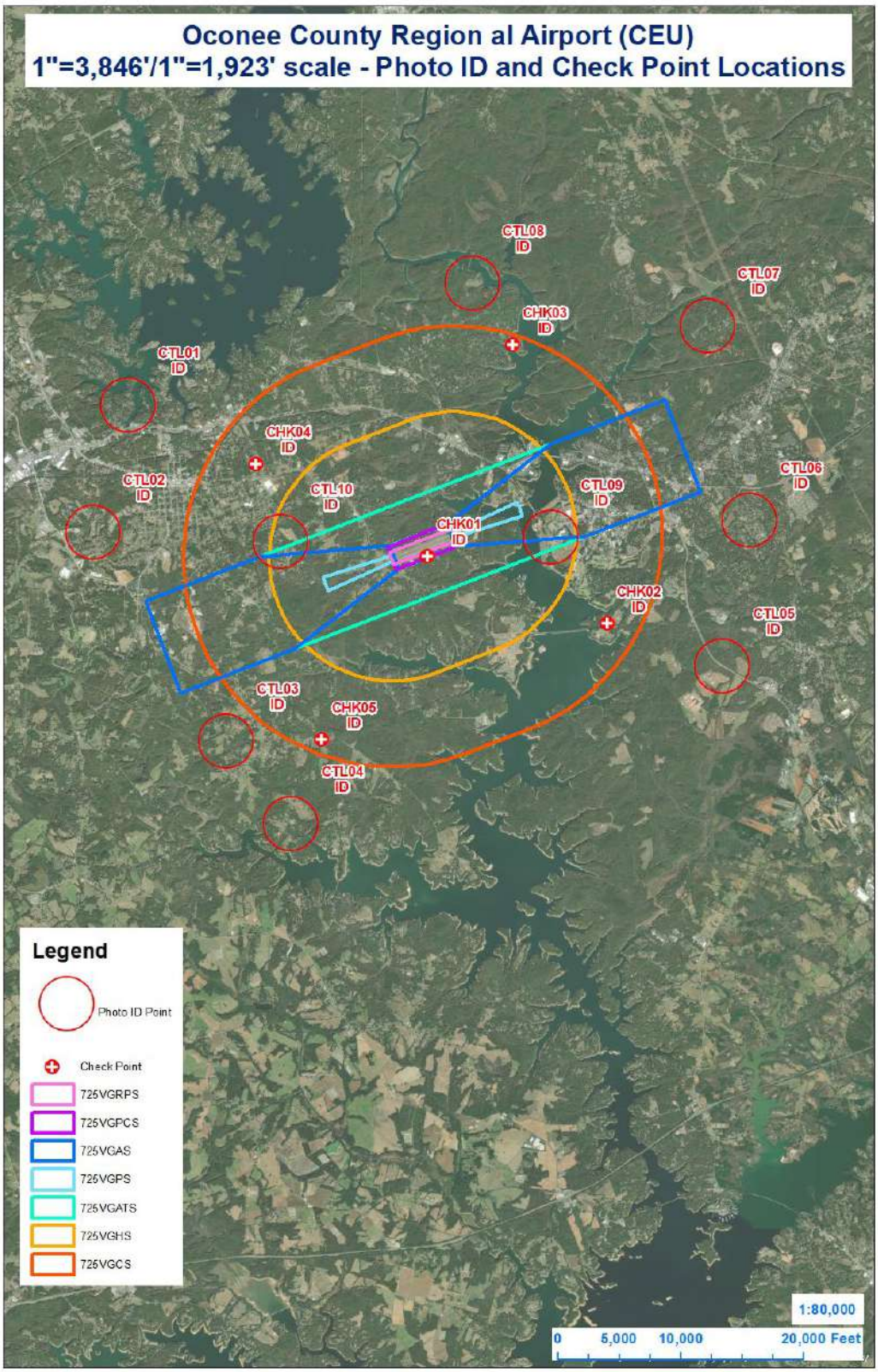
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial, Inc.

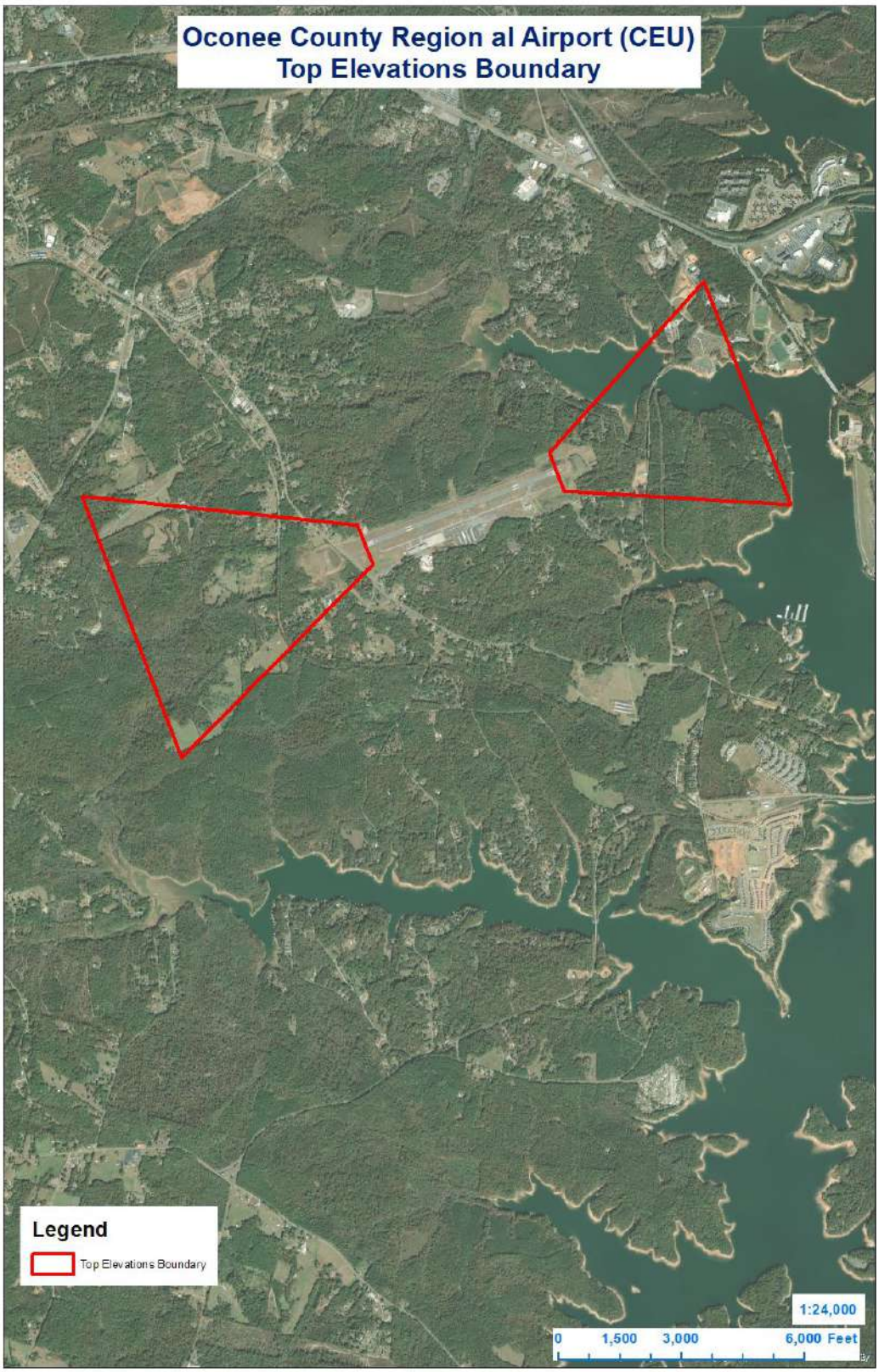


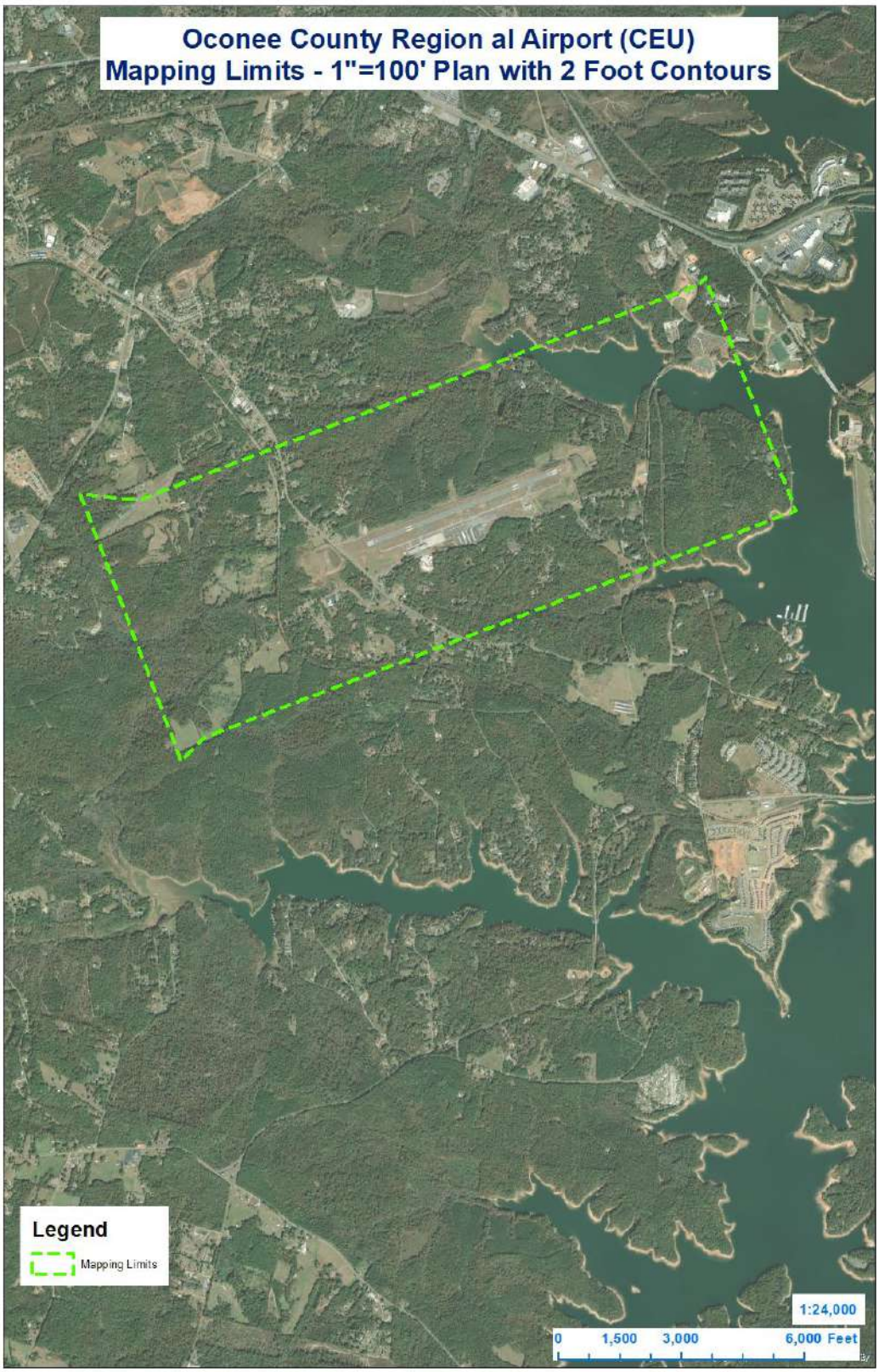
David Grigg
Aviation Program Director
David.Grigg@nv5.com

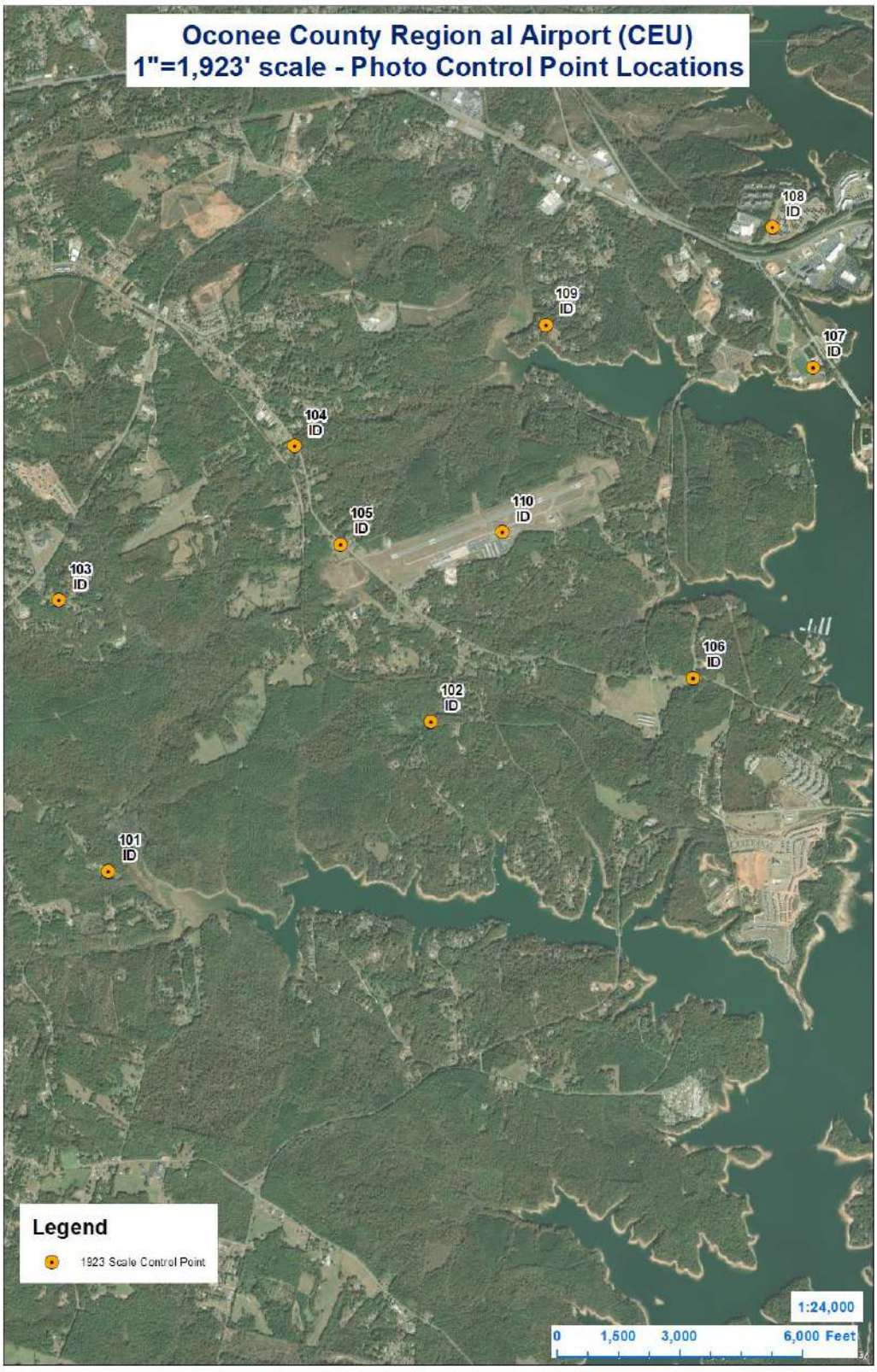

Oconee County Region al Airport (CEU)
Runway 7/25 - VG Airspace Analysis Surfaces
Legend
725VGRPS
725VGPCS
725VGAS
725VGPS
725VGATS
725VGHS
725VGCS
1:60,000
0 3,750 7,500 15,000 Feet

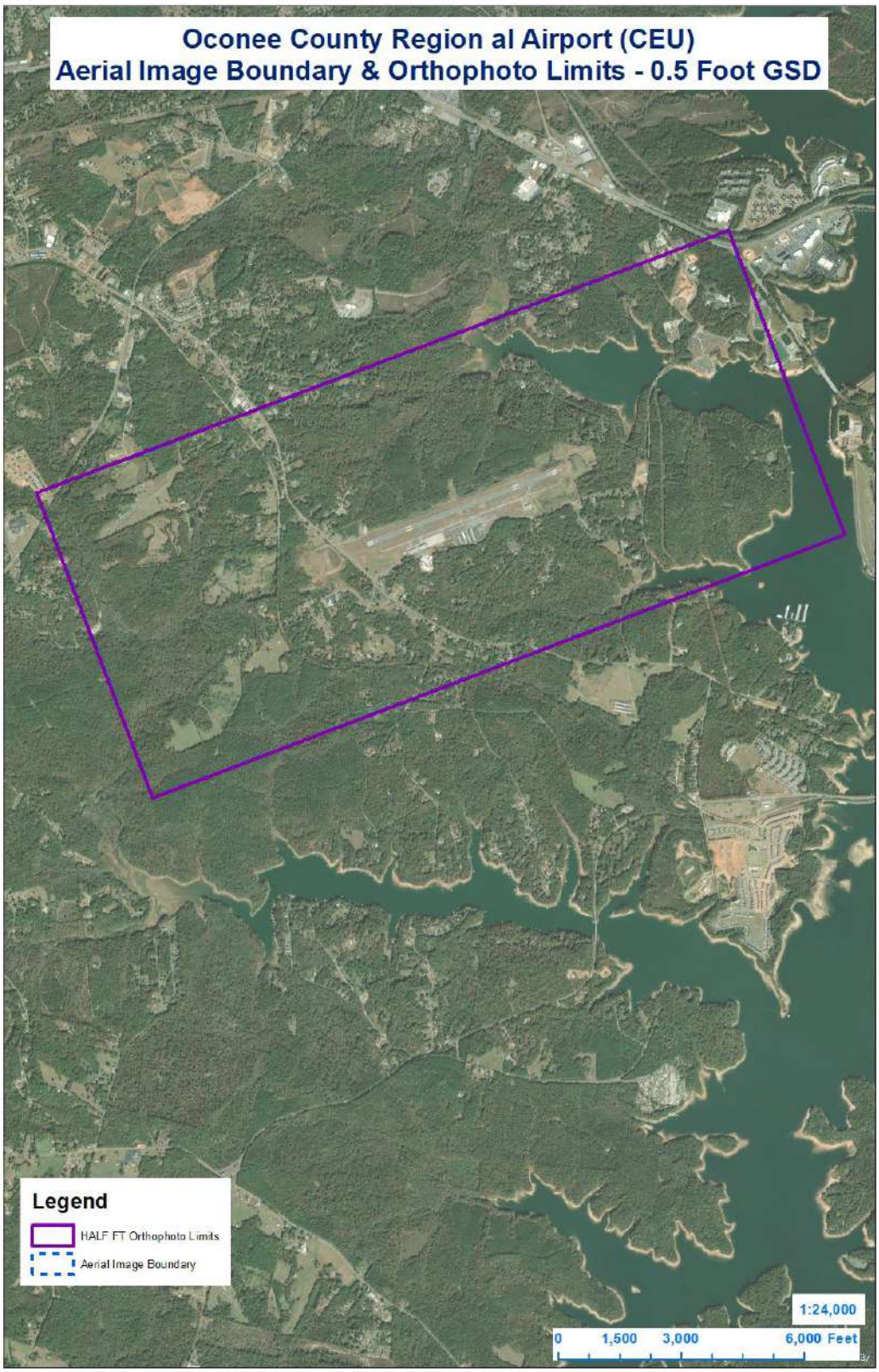

Oconee County Region al Airport (CEU)
1"=3,846'/1"=1,923' scale - Photo ID and Check Point Locations
CTL08 ID
CTL07 ID
CHK03 ID
CTL01 ID
CHK04 ID
CTL02 ID
CTL10 ID
CTL09 ID
CTL06 ID
CHK01 ID
CHK02 ID
CTL05 ID
CTL03 ID
CHK05 ID
CTL04 ID
Legend
Photo ID Point
Check Point
725VGRPS
725VGPCS
725VGAS
725VGPS
725VGATS
725VGHS
725VGCS
1:80,000
0 5,000 10,000 20,000 Feet

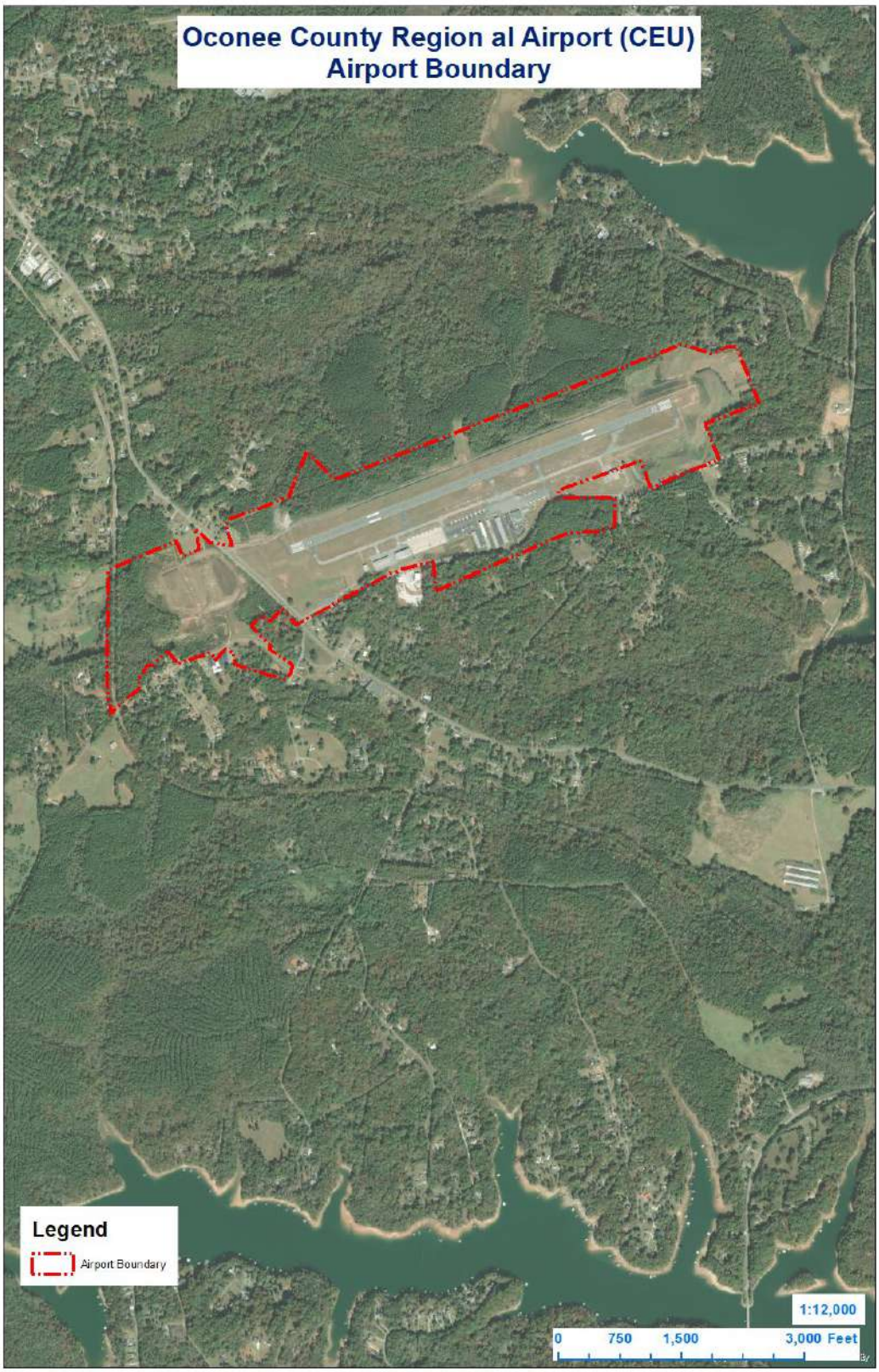

Oconee County Region al Airport (CEU)
Orthophoto Limits - 1 Foot GSD
Legend
1 FT Orthophoto Limits
1:60,000
0 3,750 7,500 15,000 Feet


Oconee County Region al Airport (CEU)
Top Elevations Boundary
Legend
Top Elevations Boundary
1:24,000
0 1,500 3,000 6,000 Feet

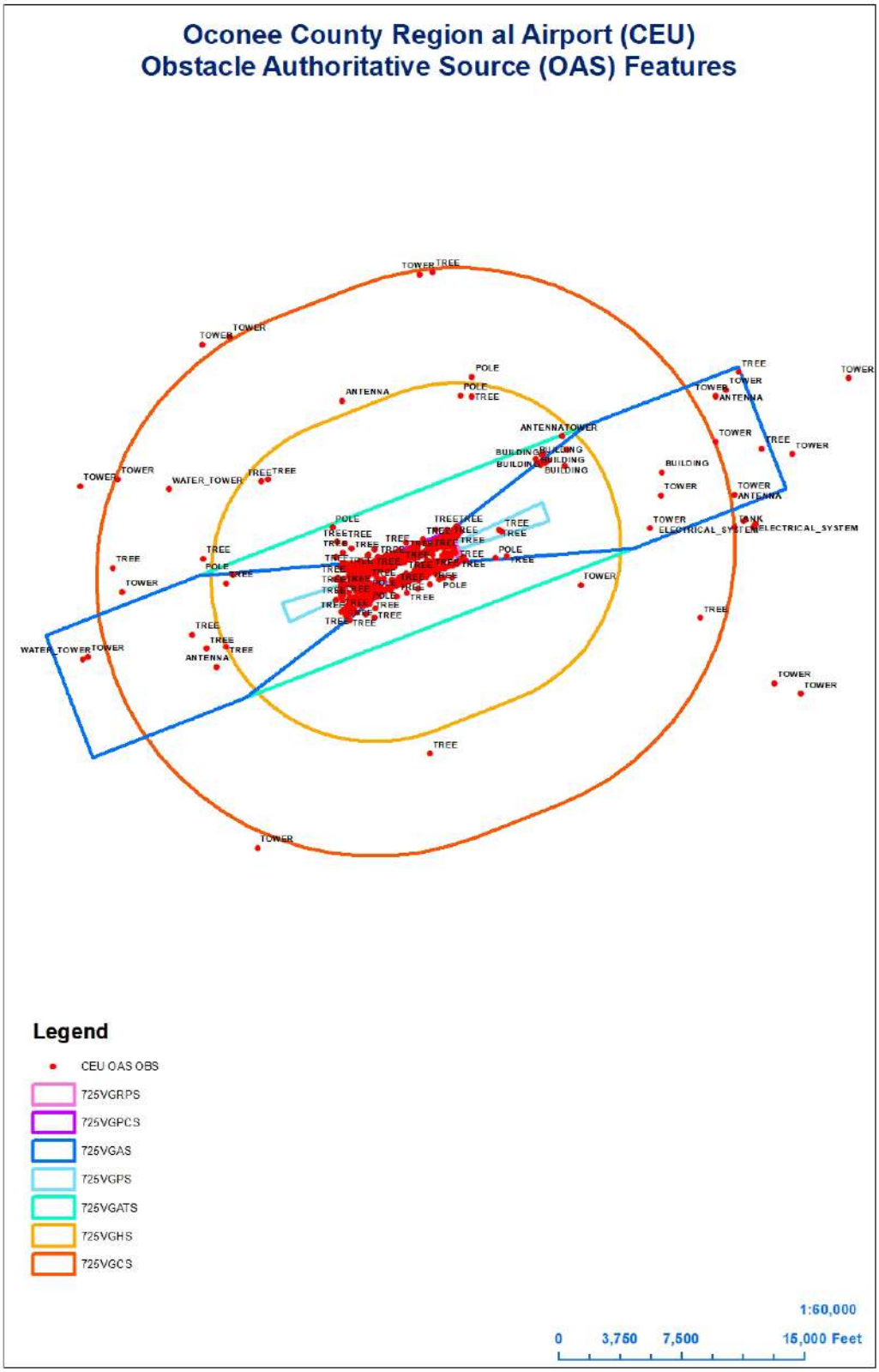

Oconee County Region al Airport (CEU)
Mapping Limits - 1"=100' Plan with 2 Foot Contours
Legend
Mapping Limits
1:24,000
0 1,500 3,000 6,000 Feet


Oconee County Region al Airport (CEU)
1"=1,923' scale - Photo Control Point Locations
108 ID
109 ID
107 ID
104 ID
110 ID
105 ID
103 ID
106 ID
102 ID
101 ID
Legend
1923 Scale Control Point
1:24,000
0 1,500 3,000 6,000 Feet


Oconee County Region al Airport (CEU)
Aerial Image Boundary & Orthophoto Limits - 0.5 Foot GSD
Legend
HALF FT Orthophoto Limits
Aerial Image Boundary
1:24,000
0
1,500
3,000
6,000 Feet


Oconee County Region al Airport (CEU)
Airport Boundary
Legend
Airport Boundary
1:12,000
0 750 1,500 3,000 Feet

Oconee County Region al Airport (CEU)
Obstacle Authoritative Source (OAS) Features



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE September 1, 2026
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance agreement between Project Fox and Oconee County to locate a new manufacturing operation in Oconee County.

BACKGROUND DESCRIPTION:

Project Fox is an international manufacturer of products used in the food processing and healthcare delivery sectors. Oconee County is one of several communities the project is considering for the new operation. The project is anticipated to have a capital investment of $75 million and create twenty-five new jobs. The Oconee Economic Alliance (OEA) has been working with this competitive project since 2025. The OEA has recommended a property tax incentive package and sale of county owned industrial land for the project in an effort to secure Project Fox's commitment to locate in Oconee County. The OEA is recommending the following county incentives for the project:

1. A 30-Year Fee-In-Lieu-of-Taxes (FILOT) agreement with a fixed property assessment rate of 6% and millage rate of 281.7 mills.
2. A 15-Year Special Source Revenue Credits (SSRC) that provides an annual abatement of 50% of the FILOT payment.
3. Sale of Oconee County owned industrial land (size to be determined) at a price of $5,000/acre.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Project Fox is a well-established and financially strong company that supports critical and strategically important business sectors in the U.S.
- The project is a significant investment in the Oconee County.
- The jobs created by the project will have an average salary of approximately $58,000.
- The project will bring development to an area that has lacked the business growth experienced in other areas of Oconee County.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate in total property taxes (after incentives) an estimated $2,900,000 over 10 years, $4,600,000 over 20 years and $6,800,000 over 30 years.
- The FILOT and SSRCs are estimated to provide Project Fox with a property tax savings of $4,100,000 over 30 years or 38%.

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

Approved by: _____Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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

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.

Submitted or Prepared By:

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Stewart Jones, County Administrator

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2026-30

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND MESSER LLC ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND ANDERSON COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.

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

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement ("MCIP Agreement") for Development of a Joint County Industrial Park (Project Fox) by and between the County and Anderson County ("Park"), the substantially final form of which is attached as Exhibit D, pursuant to which certain real property consisting of approximately forty-nine (49) acres as further described on the attached Exhibit A ("Project Site") shall be designated as being part of the Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Anderson County Council;

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

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

WHEREAS, MESSER LLC, formerly known to the County as Project Fox, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County ("Project"), which the Company expects will result in the investment of approximately $74,455,698 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Company upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit B ("PSA"), which conveyance is conditioned upon the Company's covenant to commence and complete construction of the improvements comprising the Project on or before the dates set forth in the PSA; and which PSA reserves to the County, if that covenant is not satisfied, the right either to repurchase the Project Site at the price paid by the Company, less the County's reasonable closing costs and the cost of removing any partially completed improvements and restoring the Project Site, or to require the Company to pay to the County the difference between the fair market value of the Project Site as of the closing date and the price paid by the Company; and which PSA further restricts the use and transfer of the Project Site and reserves to the County a right of first refusal, each as set forth therein;

WHEREAS, a portion of the road providing access to the Project Site is owned by the City of Seneca, and the County may hereafter convey the remainder of the Seneca Rail Park to the City of Seneca; and the PSA accordingly provides that the County shall grant a perpetual easement appurtenant to the Project Site for access over the portion of such road owned by the County, and conditions the closing of the conveyance upon the delivery and recording of an instrument by which the City of Seneca releases any right, title, interest, claim, or option of the City in or to the Project Site and confirms access over the portion of such road owned by the City;

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

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on October 6, 2026, the County identified the Project as a "project" as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Council has considered South Carolina Revenue Ruling #26-4 (August 11, 2026), in which the South Carolina Department of Revenue concluded that a sponsor's failure to place economic development property in service on or before the last day of the property tax year that is three years after a fee agreement is entered into does not result in automatic termination of the fee agreement; and the Council intends that the Fee Agreement authorized by this Ordinance fix the commencement date by contract and make the failure to place property in service by a date certain an event of default entitling the County to terminate, as that ruling expressly contemplates;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit C, by and between the County and the Company ("Fee Agreement"), which provides for (i) fee in lieu of tax payments utilizing a six percent assessment ratio and a fixed millage of 281.7 mills for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; (ii) a 50% SSRC with a term of 15 years with respect to the Negotiated FILOT payments; and (iii) an outside commencement date of December 31, 2029, on or before which the Company must place economic

development property in service at the Project, and provides that if the Company fails to do so, and the County has not extended that date by written instrument approved by the Council, the Fee Agreement becomes null and void ab initio without further action by the County, subject to the County's right to elect instead to treat the failure as an event of default and to terminate the Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

Section 3. ***Authorization and Approval of Form of Fee Agreement, PSA, and MCIP Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the PSA, and the MCIP Agreement are each authorized and approved. The form of the Fee Agreement, the PSA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit C, Exhibit B, and Exhibit D, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as

if the Fee Agreement, the PSA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the PSA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement and the PSA to be delivered to the Company and the executed MCIP Agreement to be delivered to Anderson County. The Fee Agreement, the PSA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the PSA, and the MCIP Agreement now before this meeting.

Section 4. *Confirmation of Inducement Resolution.*

(a) On October 6, 2026, County Council adopted Resolution No. 2026-14 ("Inducement Resolution"), identifying the Project. The Inducement Resolution contemplated that certain figures and dates would be fixed in this Ordinance and in the Fee Agreement authorized hereby and, accordingly, stated the applicable millage rate as "[__] mills" and enclosed certain dates in brackets.

(b) County Council hereby confirms that, for all purposes of the Inducement Resolution, this Ordinance, and the Fee Agreement: (i) the date as of which the millage rate is determined is June 30, 2026; (ii) the millage rate applicable to the Project is 281.7 mills, being the cumulative property tax millage rate levied by or on behalf of all taxing entities within which the Project is located as of June 30, 2026; and (iii) the Outside Commencement Date is December 31, 2029.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the PSA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the Fee Agreement, the PSA, and the MCIP Agreement. The authority granted by this Section to effect the conveyance of the Project Site is subject to the satisfaction or waiver of each condition to the County's obligation to close set forth in the PSA, including the delivery and recording of the release described in the recitals to this Ordinance.

Section 6. *No Grant or Other Cash Incentive.* The incentives authorized by this Ordinance are the Negotiated FILOT, the SSRC taken as a credit against Negotiated FILOT payments, the designation of the Project Site as part of the Park, and the conveyance of the Project Site pursuant to the PSA. No grant, forgivable loan, infrastructure reimbursement payable other than as a credit against fees in lieu of taxes, or other cash incentive is authorized by this Ordinance, and none shall be provided to the Company with respect to the Project except pursuant to a separate action of the County Council.

Section 7. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 8. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

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

Passed and approved: November _____, 2026

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: September 1, 2026
Second Reading: October 6, 2026
Public Hearing: November 17, 2026
Third Reading: November 17, 2026

EXHIBIT A

DESCRIPTION OF PROJECT FOX PROPERTY

Approximately forty-nine (49) acres located on the east side of the Seneca Rail Park, being a portion of that certain 111.082-acre tract shown and described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, dated March 29, 2011, revised April 9, 2012, and recorded April 25, 2012, in Plat Book B403 at Pages 6 and 7, records of the Oconee County Register of Deeds, and presently constituting a portion of Oconee County Tax Map No. 520-36-10-017. The final acreage, location, configuration, and boundaries of the Project Site shall be established by the survey provided for in the PSA, and this Exhibit A shall be conformed to that survey.

EXHIBIT B

FORM OF PURCHASE AND SALE AGREEMENT

[SEE ATTACHED]

EXHIBIT C

FORM OF FEE IN LIEU OF AD VALOREM TAXES
AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]

EXHIBIT D

FORM OF MCIP AGREEMENT

[SEE ATTACHED]

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

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made effective as of December 31, 20[] ("Effective Date") by and between Oconee County, South Carolina ("Oconee County") and Anderson County, South Carolina ("Anderson County").

RECITALS

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

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

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

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

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

Location of the Park.

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

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

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

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

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

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

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

<u>If the property is located in the Oconee County portion of the Park:</u>

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

<u>If the property is located in the Anderson County portion of the Park:</u>

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

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

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

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

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

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

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

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

Revenue Allocation within Each County.

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

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

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

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

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

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

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

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

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

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

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

Term; Termination. This Agreement shall extend for a term of 30 years from the Effective Date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Anderson County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Fox], (collectively, the "Company") (previously identified by the County as Project Fox), to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those set forth in that certain Fee in Lieu of Tax Agreement, by and between Oconee County, South Carolina and the Company, dated as of [DATE], as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the Effective Date of this Agreement, are anticipated to expire on or before [DATE],), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

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

OCONEE COUNTY, SOUTH CAROLINA

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

[SEAL]
Attest:
By:_____
Clerk to County Council
Oconee County, South Carolina

ANDERSON COUNTY, SOUTH CAROLINA

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

[SEAL]
Attest:
By:_____
Clerk to County Council
Anderson County, South Carolina

EXHIBIT A

OCONEE COUNTY PROPERTY

[][]

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EXHIBIT B

ANDERSON COUNTY PROPERTY

NONE

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CONTRACT OF SALE

This Contract of Sale ("**Contract**") is entered into as of the Effective Date (as defined below) by and between OCONEE COUNTY, a South Carolina governmental entity ("**Seller**" or "**Party**") and MESSER LLC, a Delaware limited liability company or its permitted assigns ("**Purchaser**" or "**Party**").

STATEMENT OF BACKGROUND INFORMATION

A. Seller is the owner of certain real property situated in Oconee County, South Carolina, comprising 111.082 acres, more or less, shown and described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, dated March 29, 2011, revised April 9, 2012, and recorded April 25, 2012, in Plat Book B403 at Pages 6 and 7, records of the Oconee County Register of Deeds, presently designated as Oconee County Tax Map No. 520-36-10-017, and known as the Seneca Rail Park ("**Park**").

B. Seller and Purchaser entered into that certain letter of intent dated April 6, 2026, and executed April 14, 2026, as amended by an amendment dated June 3, 2026 providing Purchaser a right of first refusal with respect to approximately forty (40) acres on the east side of the Park, and as further amended through July 15, 2026 (collectively, "**LOI**"). Purchaser notified Seller on July 13, 2026 that it would pursue the approximately forty (40) acres on the east side of the Park and was no longer pursuing the approximately thirty-six (36) acres on the west side.

C. Purchaser desires to purchase, and Seller desires to sell, that portion of the Park consisting of approximately forty-nine (49) acres of vacant land located on the east side of the Park generally depicted in the attached Exhibit "A", the final acreage, location, configuration, and boundaries of which shall be established by the Survey (as defined below) and by the mutual agreement of Seller and Purchaser as further set forth below ("**Land**").

D. Purchaser intends to acquire the Property (as defined below) for the development, construction, and operation of an industrial facility, together with related improvements and infrastructure ("**Intended Use**").

AGREEMENT

ARTICLE I
AGREEMENT OF PURCHASE AND SALE

1.01 Agreement. For the consideration and upon the terms and conditions contained herein, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller:

(a) The above described Land located in Oconee County, South Carolina, together with (i) all, if any, improvements located thereon and all the rights and appurtenances pertaining thereto and (ii) all mineral rights thereto. Purchaser and Seller acknowledge that the actual acreage and description of the Land shall be subject to Purchaser's receipt and approval of an ALTA survey (as further set forth herein), as well as a delineation of wetlands and other environmental impacts upon the Land. The Land shall be conveyed to Purchaser together with all of Seller's right, title, and interest in and to any and all adjacent strips and gores between the Land and any abutting properties, and in land lying in or under the bed of any creek, stream, or waterway or any highway, avenue,

street, road, alley, easement, or right-of-way, upon or proposed, in, on, across, abutting, or adjacent to the Land; and

(b) All, if any, (i) utilities, sewage treatment capacity and water capacity serving or which will serve the Land, (ii) licenses and permits pertaining to the Land, and (iii) development rights pertaining to the Land, and (iv) , to the extent assignable and transferable, contracts, leases, rights, deposits, bonds, agreements, service, maintenance or management contracts, guaranties, warranties, or other property rights affecting or relating to the Land (collectively, "**Intangible Property**"). The Land and Intangible Property are sometimes collectively herein referred to as "**Property**".

(c) The parties acknowledge that this Contract is intended to implement, and is consistent with, the LOI, and that upon the Effective Date this Contract supersedes the LOI as to the purchase and sale of the Property. Effective upon Closing, the LOI shall terminate in its entirety and be of no further force or effect, including any right of first refusal, option, exclusivity, or other right granted thereunder with respect to any portion of the Park, and Purchaser shall execute and deliver at Closing such instrument of termination as Seller may reasonably request.

(d) The parties acknowledge that Seller's execution, delivery, and performance of this Contract is subject to the approval of the Oconee County Council by ordinance, following such public notice, public hearing, and readings as may be required by law, and that no obligation of Seller hereunder shall arise unless and until such approval has been obtained. If such approval has not been obtained on or before November 17, 2026 (as such date may be extended by mutual agreement of the parties), either party may terminate this Contract by written notice to the other, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder. Purchaser acknowledges that the granting or withholding of such approval lies within the sole legislative discretion of County Council, and that neither Seller nor any member of County Council shall have any liability if such approval is not granted. No obligation of Seller under this Contract shall constitute a general obligation, indebtedness, or pecuniary liability of Seller within the meaning of any constitutional or statutory limitation, nor a charge against Seller's general credit or taxing power, and Seller's obligations hereunder are payable solely from the proceeds of the transaction contemplated hereby.

ARTICLE II
PURCHASE PRICE

2.01 Purchase Price. The purchase price for the Property ("**Purchase Price**") is Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00), which Purchase Price is based upon a per acre price of Five Thousand and No/100 Dollars ($5,000.00) per acre for approximately forty-nine (49) acres. In the event the actual acreage of the Land is more or less than forty-nine (49) acres, the actual Purchase Price shall be adjusted up or down to maintain the agreed upon per acre price of Five Thousand and No/100 Dollars ($5,000.00). The Purchase Price applies only to the Property; any additional acreage within the Park purchased by Purchaser in excess of the Property shall be conveyed, if at all, upon such price and terms as Seller and Purchaser may separately agree, and nothing herein grants Purchaser any right, option, or right of first refusal with respect to any portion of the Park other than the Property. The Purchase Price shall be payable all in cash or in current funds at the Closing (hereinafter defined), and subject to the offsets and credits described herein. All cash payments are to be made by wire transfer.

ARTICLE III
ESCROW, CONTRACT CONSIDERATION, EARNEST MONEY, CONVEYANCE AND DEED

3.01 Escrow.

(a) Opening of Escrow. Purchaser and Seller shall promptly evidence the opening of escrow ("**Escrow**") by delivering a fully executed copy of this Contract to FNF Family of Companies (Chicago Title Insurance Company), Attn: Rebecca Haney, 601 Riverside Avenue, Building 5, 7th Floor, Jacksonville, Florida 32204, Rebecca.Haney@fnf.com ("**Title Company**" or "**Escrow Holder**").

(b) Close of Escrow. The Closing (as defined below) shall occur, if at all, on the Closing Date (as defined below) provided that such date is a business day, otherwise the Closing Date shall be the next soonest date that is a business day. Purchaser and Seller hereby authorize their respective attorneys to execute and deliver to Title Company any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as "**Escrow Instructions**". The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Title Company may reasonably request the parties hereto to execute, provided that any such standard terms and provisions are reasonably agreeable to Purchaser and Seller and do not materially increase Seller's or Purchaser's obligations hereunder or materially decrease Seller's or Purchaser's rights hereunder. The parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Title Company and this Contract or the Escrow Instructions, first the Contract and then Escrow Instructions shall prevail.

3.02 Contract Consideration. Concurrently with the execution of this Contract, Purchaser has paid to Seller the sum of One Hundred and No/100 Dollars ($100.00) which shall be non-refundable to Purchaser in all circumstances, and which $100 is hereby accepted by Seller as the consideration (the receipt and adequacy of which is hereby acknowledged and confessed) for Seller's execution and delivery of this Contract, which consideration is in addition to and independent of any other consideration provided for in this Contract.

3.03 Earnest Money; Amount and Payment. Within five (5) business days after the Effective Date, Purchaser shall deliver (by means of Purchaser's check or by wire transfer) the amount of Five Thousand and No/100 Dollars ($5,000.00) ("**Earnest Money**") to Title Company. The Earnest Money, unless earlier returned to Purchaser as herein provided, shall be applied to the Purchase Price at the Closing. The Earnest Money shall be refundable to Purchaser if (i) title and survey matters (if any) are not resolved in a manner acceptable to Purchaser in Purchaser's sole discretion as set forth in **Article V** hereof, and/or (ii) Purchaser's Contingencies (defined herein) are not satisfied in Purchaser's sole and complete discretion prior to Closing as set forth in **Article XII** hereof, and/or (iii) Purchaser elects to terminate this Contract prior to expiration of the Inspection Period (defined herein) as set forth in **Article VI** hereof, and/or (iv) Seller's material breach of this Contact. Purchaser's failure to deliver the Earnest Money within the time provided

shall constitute a material default by Purchaser, whereupon Seller may terminate this Contract within three (3) business days following written notice to Purchaser and Escrow Holder.

3.04 Sale/Conveyance and Assignment. The Seller agrees to sell, convey and assign to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, the Property.

3.05 Transfer of Title. Title to the Property shall be conveyed to the Purchaser by a special warranty deed ("**Deed**") executed by the Seller, in the form reasonably agreed upon by Seller and Purchaser prior to Closing.

ARTICLE IV
INSPECTION PERIOD MATERIALS

4.01 Items to be Delivered. Purchaser acknowledges that Seller has already delivered to Purchaser the materials in Seller's files that are pertinent to the Property. Within ten (10) business days after the Effective Date (hereinafter defined), to the extent not already provided, Seller shall deliver to Purchaser:

(a) Copies of the ad valorem tax statements covering the Property for the three (3) years prior to the date of the Contract (or the period of time Seller has owned the Land, whichever is less) and, if and when available, for the current year, to the extent such items are in Seller's possession or control.

(b) A list of all information and documents in the possession or control of Seller concerning the Property, together with copies of such documents, including, but not limited to: prior preliminary title reports, underlying documents; ALTA surveys and maps; all plans, drawings, floorplans, CADs; structural, seismic and property condition reports; soils, geotechnical, hazardous material and environmental surveys and reports, including Phase 1 and Phase 2 environmental reports; natural hazard disclosure reports; income and expense financial reports, if applicable; operating expenses and budgets for the past 2 years, if applicable; all plans for the development of the Land; all traffic studies; all information relating to obtaining the approval of local governing bodies for development of the Land; all information regarding present or future zoning of the Land; all information concerning availability of legal access, storm sewers, sanitary sewers, streets, water, or utilities; all other available documents related to the Property to the extent such items are in Seller's possession or control.

(c) All, if any, information in the possession or control of Seller (including copies of documents) concerning any liens, mortgages, pledges, security interests, options, rights, leases, licenses, contracts, occupancy agreements or arrangements, options, rights of first refusal, service contracts, vendor agreements, utilities contracts, or other agreements that will be in place after the Closing, charges, claims, encumbrances or restrictions of any kind whatsoever concerning the Property ("**Leases and Contracts**").

ARTICLE V
SURVEY AND TITLE REVIEW

5.01 Title & Survey.

(a) Within thirty (30) business days after the Effective Date of this Contract, Seller, at Seller's sole cost and expense, shall cause the Title Company to deliver to the Parties a commitment for the Title Policy described in **Paragraph 5.01(c)** below with an issue date that is on or after the Effective Date ("**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment ("**Title Documents**") to the extent not already delivered to the parties. Within ten (10) business days after the Effective Date of this Contract, Seller shall provide the proposed metes and bounds legal description for the Property. Thereafter Purchaser and Seller shall negotiate in good faith to mutually agree upon said legal description within ten (10) business days after Seller provides the proposed metes and bounds legal description. The final location, configuration, and final acreage of the Property shall be subject to Seller's and Purchaser's mutual written approval, which shall not be unreasonably withheld, conditioned or delayed, and shall not landlock or materially impair the access, road frontage, utility service, rail access, drainage, or developability of the remainder of the Park. Seller reserves, and Purchaser shall grant to Seller at Closing, such perpetual non-exclusive easements over, under, and across the Property as are reasonably necessary for vehicular access, drainage, utilities, and rail service to the remainder of the Park, in locations and in forms reasonably approved by Purchaser that do not materially interfere with the Intended Use.

Following mutual approval of the legal description, Purchaser, at Purchaser's sole cost and expense, shall, at least thirty (30) days prior to expiration of the Title Review Period, obtain an ALTA survey of the Property ("**Survey**"), which Survey shall (i) meet or exceed the standards for an ALTA survey; (ii) set forth the gross acreage and the number of acres within the Land; (iii) locate and show the size of any portion of the Land which is currently located in a floodplain or other flood hazard area according to any of the applicable city maps, the Flood Insurance Rate Maps or the Flood Hazard Boundary Maps, issued by the Department of Housing and Urban Development, the Federal Insurance Administration, or the Federal Emergency Management Agency (collectively, "**Flood Hazard Areas**"); (iv) locate all existing improvements, easements and rights-of-way (including applicable recording data), encroachments, wetlands, conflicts, and protrusions affecting the Land and significant matters observed by the Surveyor, whether or not of record; (v) reflect the location and size of all gas, electrical, water, and sewer lines, wires and cable crossings, and anchors or guy wires located on the Land; (vi) show the location of all required building set back lines; (vii) show the location of abutting dedicated public streets providing access to the Land, and all sidewalks, curbs, and driveways; (viii) show the location and type of fences and other improvements along the boundaries; (ix) include a metes-and-bounds legal description for the Land; (x) show topography; (xi) include a tree survey; (xii) locate all exceptions shown on the Title Commitment (to the extent plottable); and (xiii) be adequate for the purposes of deleting the survey exception on the Title Policy (except for "shortages in area"). At Purchaser's sole discretion, and at Purchaser's sole cost and expense, Purchaser may elect to have the Survey include ALTA Table A items 1 (monuments placed), 2 (addresses), 3 (flood zone classification), 4 (gross land area), 5 (vertical relief) 6a and 6b [zoning (provided Purchaser provides a zoning report or letter)], 11 (utilities), 13 (adjoining owners), 16 (evidence of recent earth moving), 17 (proposed

changes to street rights of way) and 18 (plottable offsite easements). Purchaser shall deliver the Survey to the Title Company and Seller within three (3) business days of when the Survey is obtained by Purchaser, and such Survey shall be certified to Purchaser, Purchaser's lender (if any), Seller and the Title Company. The Surveyor's certificate shall be in a form acceptable to Purchaser (in its sole discretion), any lender that will advance all or a portion of the Purchase Price to Purchaser, and the Title Company. Upon mutual written approval, the legal description of the Land contained in the Survey or the Final Survey (hereinafter defined), as the case may be, shall control for purposes of the deed, shall be substituted for the depiction of the Land contained in Exhibit "A", and this Contract shall be deemed amended by the substitution of the legal description of the Land contained in the Survey or the Final Survey, as the case may be, for the description of the Land contained in Exhibit "A". "Final Survey" ("**Final Survey**") shall mean the Survey as it may be amended and accepted in writing by Purchaser. Notwithstanding the fact that there may be no metes-and-bounds description of the Property attached to this Contract, the parties desire to proceed to create this Contract and obtain the legal description of the Property pursuant to the Final Survey as provided above. It is the intention of the parties that this Contract be an enforceable contract. Therefore, since the parties desire to execute this Contract and to provide herein certain rights to demand and successfully enforce performance and insure such rights are not precluded due to any claimed insufficiency of the legal description Property, Seller and Purchaser agree that (i) they are experienced in transactions of the nature provided for in this transaction, (ii) in fact, they specifically are familiar with the location of the real property that is the subject of this Contract, and (iii) each hereby waives any and all rights in a cause of action for performance hereunder to claim that performance should not or cannot be deemed, ordered or enforced for want of a legally sufficient and enforceable description of the real property that is the subject of this Contract.

Access to the Property is presently provided by an existing improved public road, a portion of which is owned by Seller and a portion of which is owned by the City of Seneca ("**City**"). Seller acknowledges that it may hereafter convey the remainder of the Park, including the portion of such road owned by Seller, and the parties accordingly agree that: (i) at Closing Seller shall execute and deliver, in recordable form and content reasonably acceptable to Purchaser, a perpetual, non-exclusive easement appurtenant to the Property for vehicular and pedestrian ingress and egress and for utilities, over, under, and across the portion of such road owned by Seller, together with such additional portions of the remainder of the Park as are reasonably necessary to connect the Property to a public right-of-way ("**Access Easement**"), which easement shall run with the land and shall bind Seller and its successors and assigns, including any subsequent owner of the remainder of the Park; (ii) Seller shall not convey, encumber, vacate, close, or relocate the portion of such road owned by Seller except subject to such easement; (iii) Seller shall cooperate with Purchaser in obtaining from the City a recorded easement, dedication, or other written assurance of access over the portion of such road owned by the City, in form and content reasonably acceptable to Purchaser, provided that Seller makes no representation or warranty as to, and shall have no liability with respect to, access over any property not owned by Seller; and (iv) the easements reserved to Seller in this **Paragraph 5.01(a)** and the easement granted to Purchaser under this paragraph shall be reciprocal, and each shall bind and benefit the respective successors and assigns of Seller and Purchaser.

(b) Purchaser shall have a period ("**Title Review Period**") that expires the later of (i) thirty (30) days after receipt by Purchaser of the last to be received by Purchaser of

the Survey, The Title Commitment and the Title Documents or (ii) ten (10) days prior to the expiration of the Purchaser's Inspection Period in which to notify Seller in writing, at Purchaser's election, of any objections as Purchaser may have, in Purchaser's sole discretion, to any matters contained in the Title Commitment, the Title Documents, and/or the Survey ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed "**Objectionable Exceptions**"). If Seller does not notify Purchaser in writing within five (5) business days after receiving the Purchaser's Objection Notice, Seller shall conclusively be deemed to have elected not to cure any of said Objectionable Exceptions at or before Closing. If Seller notifies Purchaser in writing within five (5) business days after receipt of the Purchaser's Objection Notice that it has elected not to cure (or if Seller is deemed to have elected not to cure) one or more of said Objectionable Exceptions ("**Seller's Cure Notice**") (subject to Seller's obligation to remove or cure those items referenced in **Paragraph 5(d)** below), Purchaser shall have the right to either (a) terminate this Contract by delivering written notice to Seller within the later of (x) five (5) business days after receipt of such Seller's Cure Notice, or (y) the expiration of the Purchaser's Inspection Period, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under the Contract, except for any indemnity provisions in this Contract and any other provision of this Contract that is expressly intended to survive the termination of this Contract, or (b) Purchaser may consummate the transaction contemplated by this Contract in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure, matters in the Title Commitment, the Title Documents and Survey to which Purchaser did not timely object pursuant to this **Paragraph 5.01(b)**, and any all other matters of record shall conclusively be deemed to constitute "**Permitted Encumbrances**". In the event Seller elects to cure any Objectionable Exceptions, Seller shall have a reasonable period of time within which to cure such objections, including any period of time up to the Closing Date, and upon written notice to Purchaser in accordance with **Paragraph 15.01** herein, Seller shall have the right to adjourn the Closing Date for up to thirty (30) days beyond the initially scheduled Closing Date in order to effectuate such cure ("**Seller's Cure Period**"). In the event the Objectionable Exceptions that Seller has agreed to cure have not been cured within the Seller's Cure Period, Purchaser shall have the right to either (a) terminate this Contract by delivering written notice to Seller and in such instance, the Earnest Money shall be promptly returned to Purchaser by Title Company without further required action of Seller and Purchaser, and this Contract shall become null and void other than for those obligations expressly surviving termination hereof; or (b) consummate the transaction contemplated by this Contract in accordance with the terms hereof in which event, all those Objectionable Exceptions that Seller agreed but failed to cure during the Seller's Cure Period shall be deemed Permitted Encumbrances. After Purchaser has approved the state of title and matters of Survey in accordance with the terms of this Contract, Purchaser shall have no right to object to the state of title or matters of Survey to the Property, except as to any encumbrances on title arising as a result of the actions of Seller between the stated effective date of the Title Commitment and the Closing Date. Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update to the Title Commitment which updates the effective date of the Title Commitment. In the event that, following expiration of the Title Review Period, the Title Company issues any updated Title Commitment ("**Title Supplement**") that discloses any new encumbrances on title not shown on the original Title Commitment or the Survey is revised to disclose any new matters not previously disclosed, Purchaser shall have ten (10) business days from the date of receipt of the Title Supplement ("**Supplemental Title Review Period**") to object to any such new encumbrances (in the

same manner set forth above for Purchaser's Objection Notice) and Seller shall have ten (10) days from receipt of any Objection Notice regarding such new encumbrances to elect to cure (in the same manner set forth above for Seller's Cure Notice).

(c) At Closing, the Seller, at its sole expense, shall pay the premium(s) necessary to cause to be delivered to the Purchaser at Closing a binding commitment from Title Company to issue an ALTA standard form owner's title insurance policy covering the Property and the Access Easement as herein provided (**"Title Policy**") promptly after Closing in the full amount of the Purchase Price, subject only to the Permitted Exceptions (and Seller shall deliver the required certification pursuant to **Paragraph 5.01(d)** below to remove the standard exceptions for "GAP"). The Title Policy may, at Purchaser's sole discretion, contain extended coverage and any endorsements requested by the Purchaser that are available under applicable insurance regulations and underwriting requirements; provided that, the Purchaser shall satisfy itself as to the availability of any such endorsements prior to the expiration of the Title Review Period and the premium for any such endorsement selected by Purchaser shall be paid by Purchaser. Except as expressly provided in this Contract, the costs of any such extended coverage and endorsements to be issued with the Title Policy shall be paid for by the Purchaser unless otherwise expressly provided herein.

(d) The Seller shall have no obligation to remove or cure title objections, except for (1) any and all liens of any deeds of trust and/or mortgages, created by, under or through Seller, judgments, mortgages, UCC-1 financing statements, collateral assignments of rents and leases, contractors' liens, past due real estate taxes, other governmental assessments (except as prorated pursuant to the terms hereof) and penalties and fines which constitute liens against the Property and any other monetary liens and encumbrances on the Property except for any such liens Purchaser will assume at Closing ("**Monetary Liens**") and (2) any and all exceptions or encumbrances on the Property that Seller has suffered or allowed to be placed on the Property without Purchaser's written consent from and after the Effective Date as set forth herein, or any renewal of any leases or other contracts relating to the Property that Seller has suffered or allowed to be placed on the Property without Purchaser's written consent from and after the Effective Date as set forth herein, except as otherwise permitted herein (together with the Monetary Liens (collectively "**Mandatory Cure Liens**"), which Mandatory Cure Liens the Seller shall cause to be released at the Closing, . In addition, the Seller shall provide the Title Company with a certification that is sufficient in form and substance to enable the Title Company to remove exceptions from the Title Policy regarding parties in possession and tenants in possession ("Owner's **Affidavit**"), in form and substance reasonably acceptable to the Seller and the Title Company. The Owner's Affidavit will also include such statements necessary to permit the Title Company to provide extended coverage and to remove the standard "mechanic's lien" and "GAP" exceptions and otherwise issue the Title Policy. The Owner's Affidavit will also include a statement confirming that the Seller is in possession of the Property subject only to the Permitted Encumbrances of record.

ARTICLE VI
INSPECTION

6.01 Inspection Period. Purchaser shall have a period of ninety (90) days after the Effective Date ("**Initial Inspection Period**") in which to investigate and inspect the condition of the Property, to conduct an examination of the Property and to review such other matters as

Purchaser deems necessary [including, without limitation, physical inspection, appraisal, environmental investigation and assessments (including Phase 1 and Phase 2 and other environmental testing), geotechnical review (i.e., soil borings),engineering inspection, surveying, and other tests, inspections and examinations as Purchaser reasonably desires of the Property] to determine the suitability of the Property for the Intended Use and Purchaser's needs. The examinations shall be conducted during business hours, from time to time, and shall not under any circumstances compromise or affect the structural integrity of the Property. Purchaser shall have the right to extend the Initial Inspection Period for one additional thirty (30) day period ("**First Extended Inspection Period**") by giving Seller and Title Company written notice thereof prior to expiration of the Initial Inspection Period (the Initial Inspection Period as may be extended by the First Extended Inspection Period collectively "**Inspection Period**"). Seller has heretofore granted Purchaser access to the Park, and Purchaser has previously conducted some investigations. With respect to any further entry upon the Property, the conditions of this **Article VI** shall apply.

6.02 Zoning and Land Use. During the Inspection Period, Purchaser will determine whether the Property is zoned and otherwise approved for the Intended Use. To the extent the Intended Use is prohibited under the current zoning classification, Seller agrees to cooperate with and reasonably support Purchaser's application to rezone the Property to permit the Intended Use, at no cost or expense to Seller, and (i) to extend the Inspection Period for a period of up to an additional sixty (60) days (in addition the extension referred to in **Paragraph 6.01** above) to accommodate such application, and/or (ii) to extend the Inspection Period and the Closing Date on a day-for-day basis [in addition the sixty (60) day extension referred to in clause (i) above] for any period during which Purchaser is using commercially reasonable efforts to rezone the Property, and the Outside Closing Date shall be extended by a period equal to any such extension. Purchaser acknowledges and agrees that nothing in this Contract constitutes a commitment, agreement, or obligation of Oconee County Council, the Oconee County Planning Commission, the City of Seneca, or any other governmental body to grant or approve any rezoning, annexation, permit, variance, plat, or other land-use approval, each of which remains within the sole legislative or regulatory discretion of the applicable body, and Seller shall have no liability whatsoever if any such approval is not granted. Purchaser further acknowledges that it has been advised that the annexation status of the Park has been the subject of discussion between Oconee County and the City of Seneca, that Purchaser has had the opportunity to investigate that matter, and that Seller makes no representation or warranty as to the zoning, annexation, jurisdictional, or land-use status of the Property. Purchaser's sole remedy in the event the Property is not zoned or approved for the Intended Use shall be termination of this Contract and return of the Earnest Money as provided herein.

6.03 Utilities; Rail; Infrastructure Costs. To Seller's actual knowledge, without independent investigation, water and sewer infrastructure is available at or near the boundary of the Park, and rail access is available to the Park by means of the existing Norfolk Southern right-of-way and spur track serving the Park, subject to the requirements of the railroad. Seller makes no representation or warranty as to the capacity, adequacy, pressure, flow, or sufficiency of any utility service for the Intended Use, or as to the availability, cost, timing, or terms of rail service. Purchaser acknowledges that water, sewer, and rail service are furnished by parties other than Seller and that Purchaser is solely responsible for making its own arrangements with the applicable providers. All costs of connecting to, extending, upgrading, relocating, or expanding any utility, road, drainage, or rail facility serving the Property, including all tap, impact, capacity, and connection fees and the cost of any rail spur, siding, or crossing, shall be borne solely by Purchaser. Except as expressly provided herein, nothing in this Contract obligates Seller to construct, install, fund, reimburse, guarantee, or maintain any infrastructure or improvement of any kind.

6.04 Seller and its representatives, agents, and/or contractors shall have the right to be present during any inspection, test, or investigation of the Property. In no event shall Purchaser or any of its employees, agents, representatives, consultants, contractors, investors, or lenders (each a "**Purchaser Representative**") contact any governmental agencies having jurisdiction over the Property (except for a status of notices of violations, if any, to obtain copies of environmental reports, and a confirmation of the zoning status of the Property and the existence of the certificates of occupancy or their equivalent), or Seller's vendors directly without Seller's prior written approval.

6.05 Purchaser shall provide prior notice to Seller as specified in **Paragraph 7.02(a)** before each entry onto the Property (each such notice shall include sufficient information to permit Seller to review the scope of the proposed inspection, test, or investigation) and coordinate with Seller and Seller's property manager prior to and during each visit to the Property by any Purchaser Representatives. Representatives of Seller shall have the right to accompany all Purchaser Representatives during each such visit, but Seller does not waive any rights under this Contract by failing to have its representatives present at any such visit by any Purchaser Representatives.

6.06 All inspections, tests, and investigations shall be at Purchaser's sole expense and shall be conducted in accordance with applicable laws and regulations, including, without limitation, laws relating to worker safety. Purchaser shall be exclusively responsible for paying all inspection fees, appraisal fees, engineering fees and other expenses of any kind or nature whatsoever incurred by any Purchaser Representative relating to Purchaser's inspections, tests, and investigations.

6.07 Purchaser shall take all actions and implement all protections necessary to ensure that all actions taken in connection with its inspections, tests, and investigations, and the equipment, materials, and substances generated, used or brought onto the Property pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons.

6.08 Purchaser shall, at its sole expense, promptly remove from the Property and lawfully dispose of all investigation derived waste and other materials generated by investigations or other activities conducted by Purchaser or Purchaser Representatives under this Contract.

6.09 Purchaser shall not allow any activities undertaken by Purchaser or Purchaser Representatives to result in any liens, judgments, or other encumbrances being filed or recorded against the Property, and Purchaser shall, at its sole cost and expense, promptly discharge of such liens, judgments, or encumbrances.

6.10 Purchaser shall, prior to undertaking any intrusive inspections of the Property, obtain and require that all Purchaser Representatives that access the Property obtain from a company licensed to do business in the state where the Property is located statutory workers compensation and employers liability insurance for all their respective employees, and not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) in aggregate (inclusive of any excess liability umbrella policy) commercial general liability insurance with a contractual liability endorsement, that insures (1) Purchaser's indemnity obligations under this **Paragraph 6.10** and which names Seller and, if applicable, Seller's property manager at the Property, as additional insureds, and (2) all activity and conduct of Purchaser and Purchaser Representatives while exercising any right of access to the Property. A copy of such policy or certificate evidencing same (any such certificate to provide

detailed information as to the coverages provided by the underlying policies) shall be provided by Purchaser to Seller prior to undertaking any inspections under this Contract.

6.11 Except where disclosure is required by law or excepting conditions identified in the March 2011 Phase I Environmental Site Assessment by Kestrel Horizons, LLC, South Carolina Voluntary Cleanup Contract 11-6032-NRP or the April 2012 Declaration of Covenants and Restrictions, Book 1890, Pages 243-246 (collectively "**Pre-Existing Environmental Conditions**"), and the September 2026 Limited Phase II Environmental Assessment by AECOM, all information generated and/or gathered by or on behalf of Purchaser in its environmental assessment of the Property, whether or not in writing, including without limitation any work plans, field notes, photographs, sample location maps, groundwater potentiometric surface maps, chain of custody forms, laboratory analytical reports, studies, reports, information relating to the condition of soil, groundwater, soil vapor, air, or sediment, or other information relating to the environmental condition of the Property ("**Confidential Environmental Information**") shall not be disclosed at any time prior to Closing, in whole or in part, by Purchaser or any Purchaser Representative to any governmental agency or department, or to any other person or entity without Seller's consent, except that Purchaser may disclose the Confidential Environmental Information to a Purchaser Representative, but only to the extent necessary to accomplish Purchaser's environmental due diligence. Such restrictions shall not apply to any necessary submissions by Purchaser under the South Carolina Brownfield/Voluntary Cleanup Act. Purchaser shall promptly provide Seller with the Confidential Environmental Information as and when generated, and in any event within ten (10) business days after Purchaser's receipt thereof, whether or not Seller has requested it. Seller understands that Purchaser in its sole discretion may elect not to purchase the Property based upon the results of its environmental assessment, or for some other reason, and Purchaser is not required or expected to provide a basis for any such decision. The provisions of this **Paragraph 6.11** shall survive the expiration or termination of this Contract. Notwithstanding the foregoing to the contrary, the confidentiality obligations shall not apply to matters of public record or matters generally known to the public, or any disclosures made by Purchaser, Purchaser Representatives, or Seller as required by law and/or regulations. Purchaser and Seller will give each other written notice before making any disclosure under a subpoena, court order, or otherwise.

6.12 Except as may be specifically provided elsewhere in this Contract, Seller makes no representations or warranties as to the truth, accuracy, completeness, methodology of preparation or otherwise concerning any engineering or environmental reports or audits or any other materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that such materials are all of such materials as are in Seller's Possession). It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination prior to the expiration of the Inspection Period as to whether it wishes to purchase the Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Purchaser expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

6.13 Purchaser shall, at Purchaser's sole expense and in compliance with applicable laws, rules and regulations, restore the Property to substantially the same condition existing immediately prior to Purchaser's inspection, testing, investigation, or survey of the Property. Purchaser shall be liable for all damage or injury to any person or property resulting from, relating to or arising out of any such inspection, testing, investigation or survey, whether occasioned by

the acts of Purchaser or any Purchaser Representative and Purchaser shall promptly satisfy any lien which may arise or be filed against Seller or the Property in connection with any such inspection, testing, investigation or survey. Purchaser shall indemnify, defend and hold harmless Seller and all Seller Related Parties from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including without limitation, reasonable attorneys' fees and disbursements arising out of or in connection with (1) entry of Purchaser or any Purchaser Representative upon the Property, (2) any investigations or other activities conducted on the Property by Purchaser or a Purchaser Representative, (3) any liens or encumbrances filed or recorded against the Property as a consequence of the investigations or other activities undertaken by Purchaser or a Purchaser Representative, or (4) any and all other activities undertaken by Purchaser or a Purchaser Representative with respect to the Property. This indemnification by Purchaser shall survive the Closing or the termination of this Contract, as applicable. The foregoing indemnity and defense obligations do not apply to any claims, demands, causes of action, losses, damages, liabilities, costs, or expenses arising from or relating to the mere discovery of any pre-existing condition on the Property by Purchaser during its investigation of the Property; provided, however, the foregoing indemnity and defense obligations apply to any claims, demands, causes of action, losses, damages, liabilities, costs, or expenses caused by Purchaser's exacerbation of any existing contamination at the Property.

6.14 In the event that Purchaser, in its sole discretion, determines that the Property is not suitable for its needs, then Purchaser may terminate this Contract by written notice to Seller given on or prior to the expiration of the Inspection Period. Upon the termination of this Contract pursuant to this **Paragraph 6.14** neither Seller nor Purchaser shall have any further right or obligation hereunder (except for such obligations as are expressly provided in this Contract as surviving the termination hereof). This right of termination is exercisable by Purchaser in its sole discretion for any reason whatsoever.

ARTICLE VII
REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF SELLER

7.01 Representations and Warranties. In order to induce Purchaser to enter into this Contract, Seller makes the following warranties and representations which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller is a body politic and political subdivision of the State of South Carolina, organized and in good standing under the laws of the State of South Carolina and, subject to the governing-body approvals described herein, the execution and delivery of this Contract and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Contract constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally. This Contract does not violate any provision of any material agreement or document to which Seller is a party or to which Seller is bound.

(b) Seller has good and indefeasible fee simple title to the Property, and there is no party other than Seller who has any ownership interest in the Property or any portion thereof. The person signing this Contract on behalf of Seller has full authority to bind Seller to this Contract.

(c) There is no litigation, arbitration or similar proceeding pending or, to the best of Seller's knowledge threatened, against Seller or relating to any of the Property, and no pending, or, to the best of Seller's knowledge threatened or contemplated, condemnation actions or special assessments of any nature with respect to the Land or the Property. There are no donations or payments to or for schools, parks, fire departments or any other public entity which are required to be made by the owner of the Land. Seller has received no request (written or otherwise) from any governmental entity with regard to dedication of any of the Land.

(d) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors against it, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending, or (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending.

(e) Seller has no knowledge of any fact or condition which would result in the termination of the current access to or from the Land to any presently existing highways, roads, and rights-of-way on or adjoining the Land.

(f) Seller has no knowledge of any pending or contemplated change in any regulation or private restriction, any pending or threatened judicial or administrative action, or any action pending or threatened by third parties applicable to the Property.

(g) There are no parties in possession of any portion of the Land or Property as lessees, tenants at sufferance, or trespassers and the Property is not subject to any leases or other occupancy agreements and no person has any unrecorded leases, arrangements, agreements, understandings, option, rights of first refusal or other contracts affecting or relating to the Property, other than the right of first refusal granted to Purchaser under the LOI, which terminates at Closing as provided in **Paragraph 1.02**, in any way.

(h) As of the Effective Date, the Property is not subject to any service contracts, vendor agreements, utilities contracts, or other agreements with respect to the Property entered into by Seller that will be in place after the Closing, and as of the Closing Date, the Property will not be subject to any such service contracts, vendor agreements, utilities contracts, or other agreements.

(i) To Seller's best knowledge, except for the Pre-Existing Environmental Conditions and those identified in the September 2026 Limited Phase II Environmental Assessment by AECOM, no part of the Land has been used as a land fill or for the storage or disposal of any hazardous or toxic materials, and no part of the Land contains any materials, whether brought to the Land, deposited thereon, used on the Land, generated on the Land as a product or by-product of activities on the Land, or otherwise: (i) that are or contain polychlorinated bi-phenyls (PCB's), asbestos, radon, or Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); (ii) that are wastes or other regulated substances under the Resource Conservation and Recovery Act and/or the regulations promulgated or adopted thereunder; (iii) that are hazardous substances or other regulated substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended (or regulations promulgated, adopted or incorporated thereunder); or (iv) that are otherwise classified as hazardous or regulated substances under any federal or applicable state law or regulation. To Seller's best knowledge, there are no underground

storage tanks on the Land and, to Seller's best knowledge, there never have been any underground storage tanks on the Land. To Seller's best knowledge, the Land has not been used as a landfill or as a dump for garbage or refuse.

(j) Seller has not received any written notice of material violation of any statutes, regulations, ordinances, statutes, orders, or other applicable laws with respect to the Property and to Seller's best knowledge there are no grounds therefor. Seller shall promptly notify Purchaser of any material violations or conditions of which Seller has knowledge that it has received written notice from any insurance companies, governmental agencies or authorities alleging any of the matters set forth in this paragraph.

(k) Seller has not received written notice that the Property is not now in compliance in all material respects with all zoning, building, health, traffic, environmental, flood control, fire safety, handicap and other applicable laws, regulations, ordinances and rulings of all local, state and federal authorities and any other governmental entity having jurisdiction over the Property or any portion thereof. To Seller's knowledge, there are no petitions, actions, hearings, currently planned or contemplated, relating to or affecting the zoning or use of the Property.

(l) To Seller's best knowledge, neither the execution of this Contract, nor the performance by Seller of its obligations under this Contract will result in any breach or violation of the terms of any law, rule, ordinance, or regulation or of any decree, judgment or order to which Seller is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Contract. The execution and delivery of this Contract and performance by Seller of its obligations under this Contract will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under any instrument to which Seller is a party or by which Seller or any of its assets may be bound. The execution and delivery of this Contract and performance by Seller of its obligations under this Contract will not result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property.

(m) There are no obligations in connection with the Land or any so called "recapture agreement" involving refund for sewer extension, oversizing utility lines, lighting or similar expenses or charges for work or services done upon or relating to the Land which will bind Purchaser or the Land from and after the Closing Date.

(n) No commitments have been made by Seller to any governmental authority, utility company, school board or church, or to any other religious body, or any other organization, group or individual relating to any of the Property, which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off any of the Property.

(o) Seller has not, except for this Contract, committed nor obligated itself in any manner whatsoever to sell the Property or any interest therein to any party pursuant to any agreement (whether written or otherwise), document or instrument which is currently in effect. Except for the right of first refusal granted to Purchaser under the LOI, which terminates at Closing as provided in **Paragraph 1.02**, Seller has not granted any rights of

first refusal or rights of first offer to purchase, or any purchase options, regarding the Property.

(p) Seller has no knowledge of any title defect, lien, encumbrance, adverse claim, or other adverse matter relating to the title to the Property which is not shown by the public records and which Seller has not disclosed in writing to Escrow Holder or Seller.

(q) Seller is not a "foreign person", "foreign trust" or "foreign corporation" (as those terms are defined in Section 1445 of the Internal Revenue Code or related regulations).

(r) Neither Seller nor any affiliates of Seller or members or partners in Seller are named on Office of Foreign Assets Control's ("**OFAC**") Specially Designated and Blocked Persons List ("**OFAC's List**") and Seller, its affiliates and members and partners are currently in compliance with the regulations of OFAC (including those named on OFAC's List) and any statute, executive order or other governmental action relating thereto. "**AML Laws**" means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. "Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. "Sanctions" means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the OFAC. Seller is not a target of Sanctions and shall not directly or indirectly transfer any of its interest in this Contract to a target of Sanctions. Seller is not in violation of AML Laws or Anti-Corruption Laws.

(s) **DISCLAIMER OF CONDITIONS.** OTHER THAN AS EXPRESSLY PROVIDED HEREIN AND IN THE DOCUMENTS TO BE EXECUTED AT CLOSING, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER, SELLER MAKES NO WARRANTY OR REPRESENTATION (OTHER THAN AS EXPRESSLY PROVIDED HEREIN AND IN THE DOCUMENTS TO BE EXECUTED AT CLOSING), EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (OTHER THAN THE WARRANTY OF TITLE WITH RESPECT TO THE PROPERTY), HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. PURCHASER ACKNOWLEDGES THAT THE FOREGOING DISCLAIMER PROVISIONS REPRESENT THE RESULTS OF SPECIFIC NEGOTIATIONS BETWEEN THE PARTIES AND THAT SELLER WOULD NOT BE WILLING TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT UNLESS SUCH DISCLAIMER PROVISIONS WERE INCLUDED IN THIS CONTRACT.

(t) "As is, where is and with all faults" disclaimer in subparagraph (s) and the environmental provisions in subparagraph (i) shall survive the Closing indefinitely and shall not be merged into the Deed or any Closing documents.

7.02 Covenants of Seller. Seller covenants that, from and after the Effective Date, Seller shall:

(a) Give Purchaser and Purchaser's agents and representatives full access to physically inspect the Property and to make such inspections, surveys, test borings, soil analyses, and other tests and surveys thereon as Purchaser, in its sole discretion, shall deem advisable with at least twenty-four (24) hours' notice to Seller [which must be by telephonic phone call (with voicemail if not answered), phone text message, or email notice]. Seller shall furnish Purchaser such additional information concerning the ownership, management, operation and the condition of the Property as Purchaser may reasonably request and if in Seller's possession or control. For purposes of notice hereof, Seller designates President and CEO of Oconee Economic Alliance with a telephone and text number of (864) 364-5556and (803) 288-4324 and an email address of jgilbert@oconeesc.com.

(b) Not: (i) perform any grading or excavation, construction, or removal of any improvement or make any other change or improvement on the Land (ii) create or permit any lien or other encumbrance affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing; (iii) commit any waste or nuisance upon the Land; (iv) impose any easements, covenants, conditions, or restrictions on the Land or amend any existing easements, covenants, conditions or restrictions affecting the Land; (v) institute or participate in any annexation, zoning, platting, or other governmental action regarding the Land; or (vi) modify any existing Lease or enter into or modify any new lease or contract which affects the Property and which will survive the Closing.

(c) Make all payments on all indebtedness secured by any of the Property when due, and timely comply with all other provisions of the instruments evidencing or securing such indebtedness.

(d) Promptly advise Purchaser in writing, whether received by Seller before or after Closing, of any notices concerning the Property that Seller receives from any appraisal districts, taxing authorities, or any municipal agency having jurisdiction over the Property, and of any litigation, arbitration, or administrative hearing concerning the Property (including, without limitation, all notices that Purchaser receives regarding the Pending Condemnation).

(e) Provide Purchaser with access to the Land for Purchaser's inspections, investigations and examinations.

(f) Perform all of Seller's obligations under any contracts pertaining to the Property and promptly notify Purchaser of any default thereunder.

(g) If the Property is subject to any restrictions which would prevent Purchaser from developing the Property for the Intended Use, Seller shall cooperate with Purchaser in having such restrictions effectively released of record at or prior to Closing.

(h) Cooperate with Purchaser following Closing (including, without limitation, granting, or causing to be granted, any necessary easements for the benefit of Purchaser on property which adjoins or is in the vicinity of the Property and which is owned by Seller or its affiliates) in connection with Purchaser's development of the Property as commercial property, which obligation shall survive Closing.

(i) Use commercially reasonable efforts to obtain from the City, in recordable form, an instrument in form and content reasonably acceptable to Purchaser, by which the City grants or confirms, for the benefit of the Property and its successive owners, the easement over the portion of the Access Easement owned by the City described in **Paragraph 5**.

(j) Seller makes no representation or warranty as to, and shall have no liability with respect to, any property not owned by Seller, and Seller's failure to obtain the instrument described in the preceding subparagraph, notwithstanding commercially reasonable efforts, shall not constitute a default by Seller. The instrument described in the preceding subparagraph is a Third-Party Condition for purposes of Paragraph 12.03, and the provisions of that Paragraph govern the consequences of its non-satisfaction.

(k) Seller's liability for breach of any representation or warranty of Seller expressly set forth in this Contract shall be subject to the survival period and limitation of liability set forth in **Paragraph 11.04**.

(l) The provisions of subparagraph 7.02(k) shall survive the Closing indefinitely and shall not be merged into the Deed or any Closing documents.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF PURCHASER

8.01 Representations and Warranties. To induce Seller to enter into this Contract, Purchaser represents and warrants to Seller that Purchaser is fully authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder.

(a) Purchaser is a limited liability company, organized and in good standing under the laws of the State of Delaware, and the execution of this Contract by Purchaser has been duly authorized.

(b) There is no action, suit or proceeding pending or to the best of Purchaser's knowledge threatened against or affecting Purchaser which could adversely affect Purchaser's ability to consummate this transaction or perform any of its obligations under this Contract, in any court or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(c) Neither the entering of this Contract nor consummating the transaction contemplated by this Contract will constitute a violation or breach by Purchaser of any Contract or other instrument to which Purchaser is a party, or to which it is subject or by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(d) No consent or approval of any person or entity or governmental authority is required regarding the execution and delivery of this Contract by Purchaser or the consummation by Purchaser of the transactions contemplated or the performance by Purchaser of its obligations under this Contract.

(e) Purchaser represents that Purchaser takes the Property with knowledge of the September 2026 Limited Phase II Environmental Assessment by AECOM, the March 2011 Phase I Environmental Site Assessment by Kestrel Horizons, LLC, South Carolina

Voluntary Cleanup Contract 11-6032-NRP, and the April 2012 Declaration of Covenants and Restrictions recorded in Book 1890 at Pages 243 through 246.

(f) Purchaser's sole remedies with respect to the condition of the Property are to terminate this Contract under **Paragraph 6.14** or to decline to waive the contingency set forth in **Paragraph 12.01(f)**.

8.02 Covenants of Purchaser. Purchaser covenants that, from and after the Effective Date, Purchaser shall:

(a) Purchaser may inspect and test the Property. Purchaser's inspection activities, including, but not limited to, inspections, surveys, test borings, soil analyses, and other tests and surveys, will be conducted in a manner consistent with **Article VI** hereof.

(b) The expenses of Purchaser's investigation of the Property shall be borne solely by Purchaser and such investigations will be subject to the provisions of **Article VI** hereof.

ARTICLE IX
CONDEMNATION/CASUALTY

9.01 Condemnation. If, prior to the Closing, condemnation proceedings are threatened or commenced with respect to all or any substantial portion of the Land, Purchaser may terminate this Contract by delivering a written termination notice to Seller prior to the Closing Date. Prior to Purchaser's termination of this Contract, or if Purchaser does not terminate this Contract (i) both the Seller and the Purchaser, by and through their respective attorneys, shall have the right to appear in such condemnation proceedings and defend their interests in the Land, (ii) any award in condemnation made prior to the Closing shall become the property of the Seller, and the Purchase Price shall be reduced by the amount of the Purchase Price applicable to the portion of the Land taken or condemned (based on the Purchase Price and acreage that is so taken or condemned), and (iii) if Purchaser does not terminate this Contract and elects to close prior to the condemnation award being made, Seller shall be entitled to all condemnation awards or consideration in lieu of condemnation (and Purchaser shall execute such assignments in favor of Seller, and take such other actions as are necessary, for Seller to receive such awards or consideration when paid), and the Purchase Price shall be reduced by the amount of the Purchase Price applicable to the portion of the Land taken or condemned (based on the Purchase Price and acreage that is so taken or condemned). In the event of termination of this Contract pursuant to this Paragraph, neither party shall have any further right or obligation under this Contract (except for such obligations as are expressly provided in this Contract as surviving the termination hereof).

9.02 Casualty. If all or any substantial portion of any house, building or other structure situated on the Land is damaged or destroyed by fire or other casualty ("**Casualty**"), Seller shall, at its expense, prior to Closing either (i) restore the damage and/or rebuild the damaged structure to its former condition, or (ii) raze the damaged or destroyed structure to grade and remove all waste and debris from the Land.

9.03 Substantial Portion. For purposes of this Paragraph, with respect to any condemnation or taking, a "substantial portion" of the Land will mean that the portion of Land that is subject to such condemnation or taking is of a value equal to or greater than $25,000.00 that is so taken or condemned, and (ii) with respect to a Casualty, "substantial portion" shall mean any loss or damage that would cost $25,000.00 or more to repair and restore to its former condition.

ARTICLE X
CLOSING

10.01 Time and Place. The sale and purchase of the Property shall be consummated at a closing ("**Closing**") to be held at the offices of the Title Company. The Closing shall occur on or before 5:00 p.m., Seneca, South Carolina time, on the date ("**Closing Date**") that is thirty (30) days following the later to occur of (a) the last day of the Inspection Period or earlier waiver or satisfaction of Purchaser's inspection contingency, (b) the end of Seller's Cure Period and (c) satisfaction, in Purchaser's sole and absolute discretion, of the Purchaser Contingencies (as defined in **Paragraph 12.01** hereof); provided, however, that, at Purchaser's discretion, Purchaser may request to Close earlier, in which case, the Closing Date shall be ten (10) business days following Purchaser's written request to Close. Provided, however, in no event shall the Closing be later than September 30, 2027 ("**Outside Closing Date**"), unless extended by written agreement of Seller and Purchaser It is contemplated that the transaction shall be closed by means of the concurrent delivery of the documents of title provided for herein, the Title Policy and the payment of the Purchase Price. Notwithstanding the foregoing, there shall be no requirement that Seller and Purchaser physically meet for the Closing, and all documents to be delivered at the Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise. Seller and Purchaser agree to use reasonable efforts to complete all requirements for the Closing prior to the Closing Date. Escrow shall not close until Title Company has received everything required by this Contract and Title Company commits to issue the Title Policy to Purchaser. Seller and Purchaser also agree that "Closing" shall mean the date that the Deed conveying the Property to Purchaser or its designee is recorded and the Purchase Price, as adjusted by the prorations and other credits, is disbursed. The date upon which recording occurs shall be "Closing."

10.02 Items to be Delivered by Seller at the Closing. At the Closing, Seller shall deliver or cause to be delivered to Title Company, at Seller's expense (except as otherwise provided herein), each of the following items:

(a) The Deed, duly executed and acknowledged by Seller, granting, conveying and warranting to Purchaser good and indefeasible fee simple absolute title to the Land, free and clear of any liens, encumbrances, easements, restrictions, or other matters affecting title to the Land (i) except the Permitted Exceptions, or (ii) Monetary Liens or encumbrances in a sum certain that may be cured by the payment of such sum certain or by bonding around same, and Seller agrees, at its expense, to make such payment or effectively bond such lien or encumbrance at Closing such that such lien or encumbrance is not an exception to the coverage under the Title Policy (hereinafter defined).

(b) At Seller's expense, the Title Policy in a face amount equal to the Purchase Price issued by the Title Company as agent for an underwriter acceptable to Purchaser in form and content acceptable to Purchaser in its sole discretion consistent with **Article V** hereof, insuring good and indefeasible fee simple title to the Land in the Purchaser and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions affecting the Land shall be deleted, except for such restrictions as may be included in the Permitted Exceptions;

(ii) the exception relating to discrepancies, conflicts, or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey may show shall be amended to read "shortages in area" only; and

(iii) the blank in the printed exception for standby fees and taxes shall show the year of Closing; provided, however, if standby fees or taxes for the current year are due and payable at the time of Closing, Seller shall pay such standby fees and taxes at or prior to Closing, and such exception shall except only to the standby fees and taxes for the year following the Closing and subsequent years.

(c) An assignment and assumption ("**General Assignment**"), duly executed by Seller, assigning to Purchaser all of Seller's right, title and interest in and to any and all Intangible Property to the extent transferable by Seller. The General Assignment shall be in the form reasonably agreed upon by Seller and Purchaser prior to Closing.

(d) The Access Easement described in **Paragraph 5**, in recordable form, together with the easements reserved to Seller thereunder.

(e) Such evidence that may be reasonably required by Purchaser or the Title Company to evidence the status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of the Seller.

(f) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in said Section 1445. If Seller fails to deliver such affidavit, Purchaser may withhold from the Purchase Price and pay to the Internal Revenue Service the amount required by Section 1445 and applicable regulations.

(g) An "affidavit of parties in possession" for delivery to the Title Company, stating that there are no parties in possession of any portion of the Land as lessees, tenants at sufferance, or trespassers, except as set forth in the Leases and Contracts.

(h) A settlement statement duly executed by Seller.

(i) Seller's written authorization to the Title Company to Close.

(j) Such other documents as may be reasonably required by the Title Company to consummate the Closing.

10.03 Items to be Delivered by Purchaser at the Closing. At the Closing, Purchaser shall deliver or cause to be delivered to Title Company, at Purchaser's expense (except as otherwise provided herein), each of the following items:

(a) Purchaser shall deliver to Seller the Purchase Price, as adjusted pursuant to **Paragraphs 10.04(a), (b) and (c)** below, in good current funds.

(b) A counterpart of the General Assignment, duly executed by Purchaser.

(c) Evidence satisfactory to the Title Company that the person or persons executing this Contract and the closing documents on behalf of Purchaser have full right, power and authority to do so.

(d) A settlement statement duly executed by Purchaser.

(e) Purchaser's written authorization to the Title Company to Close.

(f) Such other documents as may be reasonably required by the Title Company to consummate the Closing.

10.04 Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Purchaser:

(a) Seller shall pay all taxes assessed, deferred or accruing against the Property for any period prior to Closing, including any rollback taxes or use taxes owed prior to Closing. Ad valorem taxes for the Property for the then current calendar year shall be prorated in cash as of the Closing Date. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the then current calendar year or, if for any reason such taxes for the Property have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year, and adjusted by cash settlement when exact amounts are available (including any adjustment necessary due to the fact that the Property was not assessed at market value at the time of Closing due to an agricultural or open space exemption but subsequently became assessed at market value for the year of Closing due to a change in use or ownership that occurred during the year of Closing). Purchaser shall be responsible for paying all rollback taxes that are assessed with respect to the Property as a result of the sale of the Property to Purchaser including all interest thereon.

(b) All other income and operating expenses with respect to the Property, including, but not limited to rents and all other sums payable pursuant to Leases and Contracts, shall be prorated effective as of the Closing Date, and appropriate cash adjustments shall be made by Seller and Purchaser.

(c) Escrow fees will be shared equally.

(d) Seller will pay documentary stamp taxes on the recording of the special warranty deed, recording costs for the special warranty deed and any and all costs related to any Objectionable Exceptions that Seller has elected to cure as provided in **Article V**.

(e) Purchaser will pay the cost of the Title Commitment and the ALTA standard form Title Policy.

(f) Purchaser will pay the cost of any extended coverage and endorsements it requires to the Title Policy.

(g) Each Party will pay its respective legal fees.

(h) Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or purchaser, respectively, in a transaction of this character in the county where the Property is located.

(i) The agreements in this Paragraph shall survive the Closing. In the event that, subsequent to the Closing, any adjustments made at the Closing pursuant to this Paragraph are agreed upon by the parties hereto to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten days from receipt of the invoice.

10.05 Right to Possession. At the Closing and as a condition thereto, Purchaser shall be given full and unrestricted right to possession of the Property, except for the rights of third parties under the Permitted Exceptions.

10.06 Upon the Closing, Title Company shall promptly undertake all of the following in the manner hereinbelow indicated:

(a) Funds. Disburse all funds deposited with Title Company by Purchaser in payment of the Purchase Price as follows:

(i) Deduct all items chargeable to the account of Seller pursuant to **Paragraph 10.04**.

(ii) If, as the result of the prorations and credits pursuant to **Paragraph 10.04**, amounts are to be charged to the account of Seller, deduct the total amount of such charges.

(iii) Disburse the remaining balance of the funds to Seller promptly upon the Closing in accordance with Seller's wire transfer instructions.

(b) Recording. Cause the Deed, the Access Easement and any other documents which the parties hereto may mutually direct to be recorded, to be recorded in the Official Records of the County of Oconee and obtain conformed copies thereof for distribution to Purchaser and Seller.

(c) Title Policy. Issue the Title Policy to Purchaser.

(d) Disbursement of Documents to Purchaser. Disburse to Purchaser a copy of the recorded Deed and Access Easement and fully executed originals of the General Assignment, and any other documents (or copies thereof) deposited by Seller pursuant hereto.

(e) Disbursement of Documents to Seller. Disburse to Seller a fully executed original of the General Assignment, and any other documents (or copies thereof) deposited by Purchaser pursuant hereto.

ARTICLE XI
REMEDIES UPON DEFAULT

11.01 Default by Seller. In the event the sale of the Property as provided in this Contract is not consummated as the result of a default by Seller, Purchaser shall have the right, as Purchaser's sole and exclusive remedies, to either (i) terminate this Contract by giving written notice thereof to Seller, whereupon the Earnest Money (and all accrued interest thereon, if any) shall be immediately delivered to Purchaser by Seller or the Title Company (as applicable, depending on who is holding the Earnest Money, or any portion thereof, at the time), free of any claims by Seller and neither party shall have any further rights or obligations under this Contract, unless provided otherwise in this Contract, or (ii) enforce specific performance of Seller's obligations under this Contract, including Seller's obligation to Close.

11.02 Default by Purchaser. If all conditions of this Contract are satisfied and all covenants and obligations to be performed by Seller prior to Closing are fully performed, and if

performance of this Contract is fully tendered by Seller and the sale is not consummated by reason only of default by Purchaser, then Seller, as Seller's sole and exclusive remedy at law or in equity, shall have the right to terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party shall have any further rights or obligations hereunder, and in such event the Earnest Money shall be retained by Seller, free of any claims by Purchaser. The Earnest Money is a reasonable, good faith estimate of actual damages that Seller would suffer, and shall be liquidated damages for Purchaser's default due to the difficulty, inconvenience, and uncertainty of ascertaining Seller's actual damages for Purchaser's default. The payment of the Earnest Money upon Purchaser's default shall constitute full satisfaction of Purchaser's obligations hereunder.

11.03 Notice and Cure. Neither party's failure to perform its obligations under this Contract shall be deemed to be a default on the part of such party unless the failure continues for ten (10) business days following written notice thereof from the other party to the party who so fails to perform; provided, however, only three (3) business days' notice and cure period will be required in the event that either party fails to close on the Closing Date. Neither party shall hinder the other party's efforts to cure any failure to perform by the other party.

11.04 Sole Remedies. It is the intent of Seller and Purchaser that no suit for damages may be brought with respect to any aspect of the transaction contemplated herein and the sole remedies of Seller and Purchaser are set out in **Paragraphs 11.01 and 11.02** above, except however, that from and after Closing, each party will have the right to pursue its actual damages against the other party (i) for a breach of any covenant or agreement contained herein that is performable after or that survives Closing (including the indemnification obligations of the Parties contained in this Contract), and (ii) for a breach of any representation or warranty made by the other party in this Contract. If no Closing occurs, each party will have its respective rights and remedies under **Paragraphs 11.01 and 11.02**, as applicable. However, in no event will either party be liable for (and the Parties hereby waive all rights to) any speculative, consequential, indirect or punitive damages. In no event will this paragraph apply to the obligation to close the Property, it being the Parties' intent that only **Paragraphs 11.01 and 11.02** apply to the failure to close the Property.

11.05 Notwithstanding anything in this Contract to the contrary: (i) the representations and warranties of Seller set forth in Article VII shall survive Closing for a period of three (3) years and shall thereafter be of no further force or effect, and no claim for breach thereof may be brought after expiration of that period; (ii) the aggregate liability of Seller under this Contract and all documents delivered at Closing, from and after Closing, shall not exceed the Purchase Price actually received by Seller; and (iii) the limitations in this Paragraph shall not apply to the covenants set forth in Article XIV, which survive in accordance with their terms.

ARTICLE XII
PURCHASER'S CONTINGENCIES

12.01 Purchaser's agreement to purchase the Property and obligation to Close is contingent upon satisfaction of the following items in Purchaser's sole and absolute discretion prior to Closing:

(a) Confirmation that the existing land use category and zoning classification of the Property are sufficient for Purchaser's Intended Use and to operate its plant and business upon the Property, including compliance with all height requirements.

(b) To the extent not already done, Seller shall cause the Property to be platted or otherwise confirmed as a legal lot and the Survey shall have been completed and the legal description of the Property mutually approved.

(c) INTENTIONALLY OMITTED

(d) A permanent public road ("**Permanent Public Road**") shall be constructed by Seller, at Seller's sole cost and expense, to the then-applicable South Carolina Department of Transportation standards for a public road serving industrial traffic, or such other standard as the parties may agree in writing, and shall comply with all applicable laws. Seller shall substantially complete the Permanent Public Road, except for topping, on or before April 1, 2027, subject to extension for events beyond Seller's reasonable control, including any delay in the issuance of permits or approvals by SCDOT or any other governmental authority. Seller shall, at Seller's sole cost and expense, substantially complete the topping of the Permanent Public Road ("**Permanent Public Road Topping**") within sixty (60) days following written notice from Purchaser that Purchaser's construction of the improvements on the Property is substantially completed ("**Permanent Public Road Topping Notice**"), subject to extension for events beyond Seller's reasonable control, including any delay in the issuance of permits or approvals by SCDOT or any other governmental authority; provided, however, that the deadline for Seller's completion of the Permanent Public Road Topping may be extended by an additional thirty (30) days upon mutual written agreement of the parties. Notwithstanding the foregoing, in the event Purchaser has not delivered to Seller the Permanent Public Road Topping Notice on or before December 31, 2030 (as such date may be extended by mutual agreement of the parties) subject to extension for events beyond Purchaser's reasonable control, including Force Majeure events [as defined in and provided for in the Fee Agreement (as defined below)], Seller's obligation to complete the Permanent Public Road Topping shall automatically terminate. Seller's obligation under this subparagraph is subject to, and payable solely from, amounts appropriated by County Council to the Oconee County Economic Development Capital Projects Fund and available for the Permanent Public Road. Nothing in this subparagraph constitutes a general obligation, indebtedness, or pecuniary liability of Seller, or a charge against Seller's general credit or taxing power, and Seller's obligation is subject in all events to annual appropriation by County Council. Notwithstanding that Seller's construction of the Permanent Public Road is a contingency to Purchaser's obligation to Close, in the event the parties are otherwise ready to Close prior to completion of the Permanent Public Road, Purchaser, at its sole option, may elect to waive this as a pre-closing contingency, in which event Seller's construction of the Permanent Public Road shall be converted to a post-Closing obligation of Seller, and the rights of Purchaser and obligations of Seller set forth in this Paragraph shall survive the Closing.

(e) Confirmation that there are no height restrictions which would be an impediment to construction for the Intended Use by the County, the FAA or any other governmental or quasigovernmental agency.

(f) Satisfactory environmental investigation results of the Property, including confirmation that there are no recognized environmental conditions upon the Property, except for those identified in the September 2026 Limited Phase II Environmental Investigation by AECOM.

(g) Seller's cooperation with and reasonable support of Purchaser, at no unreimbursed cost to Seller, with any assumption by Purchaser of that certain Voluntary Cleanup Contract 11-6032-NRP between Seller and the South Carolina Department of Health and Environmental Control with respect to the Property, and/or, at Purchaser's election, with Purchaser's entry into a separate voluntary cleanup contract with the South Carolina Department of Environmental Services with respect to the Property and with Purchasers reasonable efforts to clean-up or otherwise address the Pre-Existing Environmental Conditions, including, but not limited to, at Purchaser's sole discretion, participating in the South Carolina Department of Environmental Services' Brownfields Voluntary Cleanup Program. The rights of Purchaser and obligations of Seller set forth in this Paragraph shall survive the Closing.

(h) Submission by Purchaser to the South Carolina Department of Environmental Services of a voluntary cleanup contract for the Property executed by Purchaser, as well as acceptance and approval of the signed VCC contract(s) by the South Carolina Department of Environmental Services prior to Closing. The parties acknowledge that satisfaction of this contingency requires only such submission, acceptance, approval, or acknowledgement of said contract(s) by the South Carolina Department of Environmental Services as necessary to confirm acceptance to the Brownfield Program prior to Closing. Purchaser shall pursue such submission diligently and at Purchaser's sole cost and expense, and Seller's obligations with respect thereto are limited to those set forth in the preceding subparagraph.

(i) Satisfactory review and approval by Purchaser of all inspections and due diligence with respect to the Property and the Park.

(j) Confirmation that there are no restrictions or regulations that may prevent Purchaser from operating its plant and business upon the Property for the Intended Use 24 hours per day and 7 days per week.

(k) Confirmation that the local electrical utility provider Blue Ridge Electric can provide sufficient electric service to the Property for the Intended Use as and when determined necessary, at rates deemed economically viable, for Purchaser's intended use of the Property in Purchaser's sole discretion.

(l) Purchaser shall have received a written will-serve or capacity confirmation letter from the applicable water utility provider confirming sufficient capacity for water use and discharge for the Intended Use, including a minimum usage of 167,000 gallons of potable water on a daily basis, at rates deemed economically viable in Purchaser's sole discretion. Seller shall cooperate with Purchaser in obtaining such letter but makes no representation or warranty as to capacity, rates, or service, each of which is the responsibility of the utility provider. The parties acknowledge that extension of the water line serving the Property is to be constructed in conjunction with the Permanent Public Road, and that the availability of water service is accordingly dependent upon completion of that road. Any delay in completion of the Permanent Public Road shall extend the Closing Date and the Outside Closing Date on a day-for-day basis in the manner provided in **Paragraph 12.03**, and shall not constitute a default by Seller so long as Seller is using commercially reasonable efforts to complete the road.

(m) Purchaser shall have received a written will-serve or capacity confirmation letter from the applicable sewer utility provider confirming sufficient capacity for sewer

use and discharge for the Intended Use, including a minimum usage of 56,000 gallons of effluent on a daily basis, at rates deemed economically viable in Purchaser's sole discretion including any pre-treatment cost that the Purchaser may incur in order to meet effluent discharge limits.

(n) The physical and environmental condition of the Property has not changed in any material adverse respect since the Effective Date, other than as a result of any act or omission of Purchaser or its agents, consultants, contractors, employees, or principals.

(o) Purchaser shall have received a commitment for owner's and lender's title insurance policies, to be obtained at Purchaser's expense, at a premium and on terms and conditions satisfactory to Purchaser and without exception other than the Permitted Exceptions.

(p) Purchaser shall be satisfied, in Purchaser's reasonable discretion, that all state and local economic development incentives associated with its planned investment and job creation at the Property, including the fee in lieu of ad valorem taxes and special source revenue credit incentives and the inclusion of the Property within a multi-county industrial or business park, have been fully approved by all necessary governmental bodies.

(q) On the Closing Date, title shall be conveyed subject only to the Permitted Exceptions.

(r) Purchaser's title insurer shall be prepared to insure title to the Property and the Access Easement without exception for any right, title, interest, claim, option, or right of first refusal of the City or for the annexation status of the Park.

(s) Purchaser shall have received corporate board approval for purchase of the Property.

Paragraph 12.01 (a) through (s) being referred to herein collectively as "**Purchaser Contingencies**".

In the event the Purchaser Contingencies are not satisfied, in Purchaser's sole and absolute discretion prior to Closing, Purchaser may either waive such Purchaser Contingencies and proceed to Closing or terminate this Contract by written notice to Seller and Escrow Holder and the Earnest Money shall be promptly reimbursed to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to the indemnity obligations and other provisions that expressly survive.

12.03 Conditions Dependent on Third Parties. Certain of the Purchaser Contingencies and the Seller Contingencies depend upon the act, consent, approval, or forbearance of a person who is not a party to this Contract, including without limitation the City of Seneca, the partner county under the multicounty industrial or business park agreement, the applicable water and sewer utility providers, the South Carolina Department of Transportation, and any other governmental, quasi-governmental, or regulatory authority (each, a "**Third-Party Condition**"). With respect to each Third-Party Condition: (i) each party shall use commercially reasonable efforts to assist the other in satisfying the Third-Party Condition, at no cost or expense to the assisting party other than as expressly provided in this Contract; (ii) neither party makes any representation or warranty as to whether, or when, any Third-Party Condition will be satisfied; (iii) the failure of a Third-Party Condition, notwithstanding such commercially reasonable efforts, shall not constitute a default by

either party, and no remedy under Article XI shall be available on account of that failure; (iv) the Closing Date shall be extended on a day-for-day basis for any period during which a Third-Party Condition remains unsatisfied notwithstanding such commercially reasonable efforts; and (v) if any Third-Party Condition remains unsatisfied on the Outside Closing Date, either party may terminate this Contract by written notice to the other party and to Escrow Holder, whereupon the Earnest Money shall be returned to Purchaser and neither party shall have any further liability hereunder except as to those provisions that expressly survive termination.

ARTICLE XIII SELLER'S CONTINGENCIES

13.01 Seller's agreement to sell the Property and obligation to Close is contingent upon satisfaction of the following items in Seller's sole and absolute discretion prior to Closing:

(a) Oconee County Council shall have adopted, following all required public notice, public hearing, and readings, the ordinance or ordinances authorizing this Contract and the conveyance of the Property, and any applicable period for challenge to such ordinance shall have expired without a challenge having been filed.

(b) Purchaser shall have executed and delivered the fee in lieu of ad valorem taxes agreement, in form and substance reasonably acceptable to Purchaser, with respect to the Property, and the Property shall have been included within a multi-county industrial or business park by agreement with the partner county.

(c) Purchaser shall have executed and delivered the instrument or instruments, in form and substance reasonably acceptable to Purchaser, evidencing the Construction Covenant, the use and transfer restrictions, and the repurchase right described in **Article 14**.

(d) Purchaser shall not be in default hereunder, and Purchaser's representations and warranties shall be true and correct in all material respects as of the Closing Date.

(e) No order, injunction, or judgment of any court or governmental authority shall be in effect restraining the conveyance of the Property.

Paragraph 13.01 (a) through (e) being referred to herein collectively as "**Seller Contingencies**".

In the event the Seller Contingencies are not satisfied prior to Closing, Seller may either waive such Seller Contingencies and proceed to Closing or terminate this Contract by written notice to Purchaser and Escrow Holder, and the Earnest Money shall be promptly reimbursed to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to the indemnity obligations and other provisions that expressly survive.

ARTICLE XIV CONSTRUCTION COVENANT; REPURCHASE RIGHT; USE RESTRICTION; RESTRICTION ON TRANSFER; RIGHT OF FIRST REFUSAL.

14.01 Construction Covenant; Repurchase Right. As a material inducement to Seller to convey the Property at the Purchase Price, which the parties acknowledge is less than the fair market value of the Property, Purchaser covenants and agrees as follows:

(a) Purchaser shall commence construction of the improvements comprising the Intended Use on or before the date that is one hundred twenty (120) days after the

Closing (as such date may be extended by mutual agreement of the parties), shall complete construction of such improvements on or before December 31, 2029 (as such date may be extended by mutual agreement of the parties), and shall thereafter use the Property for the Intended Use (collectively, "**Construction Covenant**"). Purchaser's satisfaction of the minimum investment and job-creation requirements set forth in the fee in lieu of ad valorem taxes agreement for the Property, in form and substance reasonably acceptable to Purchaser ("**Fee Agreement**") on or before the dates specified therein shall be deemed satisfaction of the Construction Covenant.

(b) If Purchaser fails to satisfy the Construction Covenant, Seller shall have the right, exercisable by written notice to Purchaser delivered within ninety (90) days after the applicable date but in all events on or before the tenth (10th) anniversary of the Closing Date, after which date the right shall automatically terminate and be of no further effect, to repurchase the Property at a price equal to the Purchase Price actually paid by Purchaser, less Seller's reasonable closing costs and less the reasonable cost of removing any partially completed improvements and restoring the Property to a buildable condition. Closing of such repurchase shall occur within sixty (60) days after Seller's notice, all costs of such closing shall be borne by Purchaser, and Purchaser shall convey the Property to Seller by special warranty deed free and clear of all liens and encumbrances other than the Permitted Exceptions and those created or consented to by Seller. At Seller's election, Purchaser shall either remove any partially completed improvements and restore the Property at Purchaser's expense or convey such improvements to Seller with the Property at no additional cost to Seller.

(c) In lieu of exercising the repurchase right, Seller may elect by written notice within the same period to require Purchaser to pay to Seller an amount equal to the difference between the fair market value of the Property as of the Closing Date, as determined by an MAI-designated appraiser selected by Seller, and the Purchase Price actually paid by Purchaser, such amount representing the value of the below-market conveyance made in consideration of the Construction Covenant. Such amount shall be due within thirty (30) days after Seller's notice and shall bear interest at the rate of [eight percent (8%)] per annum from the date due until paid.

(d) Any termination of the Fee Agreement by reason of Purchaser's default, and any event by which the Fee Agreement becomes null and void by reason of the failure of any portion of the Property to be placed in service on or before the Outside Commencement Date established thereunder, shall constitute a failure of the Construction Covenant entitling Seller to exercise its rights under this Paragraph.

(e) The Construction Covenant and the rights of Seller set forth in this Paragraph shall survive the Closing, shall be set forth in the deed or in a separate instrument recorded contemporaneously with the deed, shall run with the land, and shall be binding upon Purchaser and its successors and assigns.

(f) The repurchase right shall be subordinate to the lien of any bona fide mortgage granted to an institutional lender securing financing the proceeds of which are used solely for the acquisition of the Property and the construction of the improvements comprising the Intended Use thereon, and only if such lender agrees in writing to give Seller notice of any default by Purchaser and a reasonable opportunity to cure such default or to purchase the loan; provided, that the repurchase right shall not be extinguished as to

any transferee other than such lender or a purchaser at a foreclosure sale conducted by such lender.

(g) The dates set forth in subparagraph (a) shall be extended on a day-for-day basis, not to exceed one hundred eighty (180) days in the aggregate, for delays caused by events beyond Purchaser's reasonable control, including delays resulting from severe weather events or regulatory review relating to permitting or environmental remediation and excluding in all events the unavailability of financing, funds, labor, or materials attributable to price, and only if Purchaser gives Seller written notice of the event and the anticipated delay within thirty (30) days after the event occurs.

14.02 Use Restriction; Restriction on Transfer; Right of First Refusal. As a further material inducement to Seller, Purchaser covenants and agrees as follows:

(a) Until the Construction Covenant has been satisfied, and thereafter until the tenth (10th) anniversary of the Closing Date, the Property shall be used only for the Intended Use and for such other uses as are permitted under the applicable zoning classification and the protective covenants of record for the Park. Without Seller's prior written consent, the Property shall not be used for residential, retail, self-storage, solid-waste handling, or speculative-warehouse purposes.

(b) Prior to satisfaction of the Construction Covenant, Purchaser shall not sell, convey, subdivide, lease for a term in excess of five (5) years, or otherwise transfer the Property or any portion thereof without Seller's prior written consent, other than (i) a transfer to an entity or affiliate controlled by Purchaser that assumes Purchaser's obligations under this **Article 14** in writing, (ii) a mortgage permitted under **Paragraph 12(f)**, and (iii) easements granted to utility providers or the railroad in the ordinary course of developing the Intended Use.

(c) If at any time prior to the tenth (10th) anniversary of the Closing Date Purchaser desires to sell the Property or any portion thereof in a transaction other than a transfer permitted under subparagraph (b), Purchaser shall first offer the Property to Seller on the same terms by written notice, and Seller shall have thirty (30) days after receipt of such notice within which to accept such offer by written notice to Purchaser. If Seller does not accept within such period, Purchaser may complete the proposed sale on terms no more favorable to the purchaser than those offered to Seller.

(d) The covenants set forth in this Paragraph shall survive the Closing, shall be set forth in the deed or in a separate instrument recorded contemporaneously with the deed, shall run with the land, and shall be binding upon Purchaser and its successors and assigns.

ARTICLE XV MISCELLANEOUS

15.01 Notices. Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing or be sent by email (in pdf format) and sent to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a registered or certified item with return receipt requested; or (iii) delivered by delivery service (including any express mail or delivery service). Notices, demands, or other communications delivered by mail shall be deemed given and received (a) upon personal delivery to the party to whom the notice is directed or, (b) if sent by reputable overnight delivery service, upon one (1) business day after delivery to the delivery service, or (c) if sent by email, at the time of electronic

transmission [provided that (i) a copy is also sent by reputable overnight delivery service or mail on such date or (ii) the party to whom such notice is sent, or any Person entitled to receive a copy of any notice sent to such party, confirms receipt of such email by reply email], or (d) if sent by United States Mail, three (3) business days following its deposit in the United States Mail, postage prepaid, addressed to the applicable party at the addresses set forth below:

Purchaser:	Messer LLC 200 Somerset Corporate Boulevard, Suite 7000 Bridgewater, New Jersey 08807 Attention: Legal & Compliance Email: bernadette.coghlan-walsh@messer-us.com
With Copies To:	Lewis Brisbois Bisgaard & Smith LLP 600 Peachtree Street NE, Suite 4700 Atlanta, GA 30308 Attention: Martin A. Shelton, Frank Cerza and Naya Urla Email: martin.shelton@lewisbrisbois.com; frank.cerza@lewisbrisbois.com; and naya.urla@lewisbrisbois.com
Seller:	Oconee County Sout Carolina 415 S. Pine Street Walhalla, SC 29691 Attn.: County Administrator Email: _____
With Copies To:	Kozlarek Law LLC Attn: Michael E. Kozlarek Post Office Box 565 Greenville, South Carolina 29602-0565 Email:michael@kozlarekroot.com

Either party hereto may change its address for notice by giving the other party ten (10) days' advance written notice of such change of address.

15.02 Contract to Survive. All representations, warranties, covenants, and agreements contained herein, whether to be performed before or after the Closing Date, shall not be deemed to be merged into or waived by the instruments of the Closing, but shall survive the Closing.

15.03 Assignment. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Purchaser may assign this Contract without the prior written consent of Seller to an assignee: (i) in which the Purchaser or its Affiliate (hereinafter defined) is a member, manager or general partner; (ii) in which the Purchaser has controlling voting rights; or (iii) which is owned, controlled or governed by one or more of the same person or persons that own, control or govern Purchaser. "**Affiliate**" for the purposes of this **Paragraph 15.03** shall mean an entity which, directly or indirectly, controls or is controlled by, or is under common control with, Purchaser. "**Control**" for the purposes of this **Paragraph 15.03** means the ability to direct the policies, management and operations of an entity (either directly or indirectly) by means of direct or indirect ownership interests in such entity, by contract or otherwise. Except as provided in the preceding sentence, Purchaser may not assign this Contract without the written consent of Seller. No assignment of

this Contract by Purchaser or Seller (whether the assignment is consented to or does not require consent) shall be effective until Seller or Purchaser is furnished with a fully executed original counterpart of an assignment instrument in which the assignee expressly agrees to be bound by this Contract and to assume, pay and perform all of the assignor's duties and obligations under this Contract. No assignment of this Contract shall release Purchaser or Seller from the duties and obligations of Purchaser or Seller under this Contract.

15.04 Economic Development Incentives. Seller agrees to cooperate with all reasonable requests which will allow Purchaser to use any and all economic development incentives offered by any governmental and/or quasi-governmental entity in connection with the purchase and development of the Property by Purchaser.

15.05 Exclusivity. From the Effective Date until the earlier of Closing or termination of this Contract, as applicable, ("**Exclusivity Period**"), neither the Seller, nor any of its officers, directors, employees, shareholders or other agents (collectively, "**Agents**"), directly or indirectly, will (a) take any action to solicit, initiate, encourage, accept or agree to any Acquisition Proposal (as hereinafter defined), or (b) engage in negotiations with, or disclose any non-public information relating to the Property or afford access to the books or records thereof to, any person or entity that may be considering making, or has made, an Acquisition Proposal. The term "**Acquisition Proposal**" means any offer or proposal for the sale and acquisition of the Property, other than the transaction contemplated by this Contract. As of the Effective Date, Seller shall, and shall cause Seller's Agents to, forthwith terminate all pending negotiations with respect to any Acquisition Proposal by any person or entity other than Purchaser. -

15.06 Interpretation and Applicable Law. THIS CONTRACT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN OCONEE COUNTY, SOUTH CAROLINA. Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of the articles, sections, and paragraphs in this Contract are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

15.07 Amendment. Except as provided above with respect to the automatic substitution of Exhibit "A" as herein provided, this Contract may not be amended and no condition, covenant, or obligation may be waived, except by an agreement in writing signed by Seller and Purchaser.

15.08 Attorneys' Fees. If either party files a lawsuit in connection with this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit.

15.09 Entire Agreement. This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

15.10 Multiple Counterparts; Electronic Signatures. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Executed copies hereof may be delivered by facsimile, PDF or email, and upon receipt, shall be deemed originals and binding upon the parties hereto.

15.11 Effective Date; Dates. The effective date of this Contract ("**Effective Date**") shall be the date on which the last of Seller and Purchaser execute and deliver this Contract to the other party. Any act performable on an official United States holiday or a Saturday or Sunday shall be performable on the next business day following such date.

15.12 Each of Seller and Purchaser represents and warrants to the other that no broker, agent, or finder has been engaged by it in connection with the transactions contemplated by this Contract, and that it is not otherwise aware of any person claiming a commission or fee in connection with this transaction. Seller has not engaged, and has no agreement with, IPG Properties or any other broker, agent, or finder, and no commission or fee is payable by Seller to any person in connection with this Contract. Any commission or fee payable to any broker, agent, or finder engaged by a party shall be the sole obligation of the party engaging it. The representations in this Paragraph shall survive the Closing or termination of this Contract.

15.13 Construction. The parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Contract shall be interpreted according to its fair construction and shall not be construed against either party.

15.14 Invalidity. If any provision in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.15 Further Assurances. In addition to the acts recited herein to be performed by Seller or Purchaser, Seller and Purchaser hereby agree to perform at or after the Closing all further acts as may reasonably requested by the other party to (i) evidence and vest in Purchaser the ownership of, and title to, all of the Property, and (ii) consummate the transaction contemplated hereunder.

15.16 Acceptance. Seller shall have until 5:00 o'clock p.m., on December 15, 2026 (as such date may be extended by mutual agreement of the parties), to execute this Contract and return a fully executed original thereof to Purchaser; otherwise, the offer set forth in this Contract shall, at Buyer's option, be revoked automatically.

15.17 Waiver. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

15.18 Confidentiality. Other than with respect to the enforcement of each Party's rights and remedies hereunder, required governmental disclosures or as required by applicable laws and regulations, the parties shall not, without the prior written consent of the other party, which will not be unreasonably withheld, conditioned or delayed, disclose to any person or party [except the parties hereto, their shareholders, members, partners, directors, officers, managers, lenders, advisors, consultants, investors or employees, their respective legal counsel, professionals, accountants, other consultants, the brokers, the Title Company, parties who are anticipated to provide financing to Purchaser and their agents and consultants, employees of the City of Seneca, South Carolina and/or County of Oconee, South Carolina or any other governmental or quasi-governmental entity in connection with Purchaser CI and/or economic development incentives, and local electrical utility provider Blue Ridge Electric), local water and sewer providers and other

utility providers] the existence of or economic terms of this Contract or the identity of Purchaser. This covenant shall survive the Closing or termination of this Contract.

15.19 No Assumption. Purchaser is acquiring only the Property from Seller and is not the successor of Seller. Purchaser does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation, or expense of Seller relating to the Property in any way except, and only to the extent, if any, expressly provided for herein or in the documents executed at Closing.

15.20 Exchange. Seller or Purchaser may elect to structure its disposition of the Property as a tax-deferred exchange ("**Exchange**") under Section 1031 of the Internal Revenue Code of 1986, as amended ("**Code**"). In that event, the other Party will reasonably cooperate with the exchanging Party in the Exchange; provided, however, the non-exchanging Party will not be required to incur any expense or liability in connection with the Exchange, the Closing may not be delayed due to the Exchange, and the exchanging Party shall not be released from its covenants, representations or warranties set forth in this Contract as a result of structuring this transaction as, or the consummation of, the Exchange. Both Parties acknowledge that the other Party has made no representations, oral or written, relating to the Exchange, including, without limitation, whether or not any proposed Exchange will qualify for tax-deferred treatment under the Code. Each Party will, should it elect to structure this transaction as an Exchange, be relying solely upon its own advice and the advice of its counsel and accountants.

15.21 Electronic Signatures. Each of Seller and Purchaser (i) has agreed to permit the use from time to time, where appropriate, of electronic mail and electronic signatures in order to expedite the transaction contemplated by this Contract; (ii) intends to be bound by its electronic signature on this Contract and on any amendments to this Contract; (iii) is aware that the other party will rely on its electronically transmitted signature; and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Contract based on the fact that a signature was made or sent only by electronic mail or electronic transmission.

15.22 Escrow Instructions. This Contract shall constitute escrow instructions to the Title Company, together with such modifications thereto as may be made by supplemental escrow instructions as provided herein.

15.23 Time of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

[remainder of page intentionally left blank]

SELLER:

OCONEE COUNTY,
a South Carolina governmental entity

By: _____
Name: _____
Title : _____

Date: _____, 2026

PURCHASER:

MESSER LLC,
a Delaware limited liability company

By: _____
Name: Rob Capellman
Title: President, Global Electronics and Chief Commercial Officer/EVP

Date:_____, 2026

RECEIPT AND ACCEPTANCE BY TITLE COMPANY

On this _____ day of _____, 2026, Title Company acknowledges receipt of the fully executed Contract and agrees to act as Title Company and Escrow Holder under the Contract and to be bound by and strictly perform the terms thereof as such terms apply to Title Company and Escrow Holder. The undersigned acknowledges that it is not a party to this Contract and that it is executing below solely for the purpose of the foregoing acknowledgment, acceptance and agreement.

TITLE COMPANY:

FNF FAMILY OF COMPANIES

By: _____
Name: _____
Title: _____

RECEIPT OF EARNEST MONEY BY TITLE COMPANY

The undersigned Title Company hereby acknowledges receipt of the Earnest Money referred to in the foregoing Contract and agrees to accept, hold, and disburse the Earnest Money in accordance with the provisions of the Contract.

TITLE COMPANY:

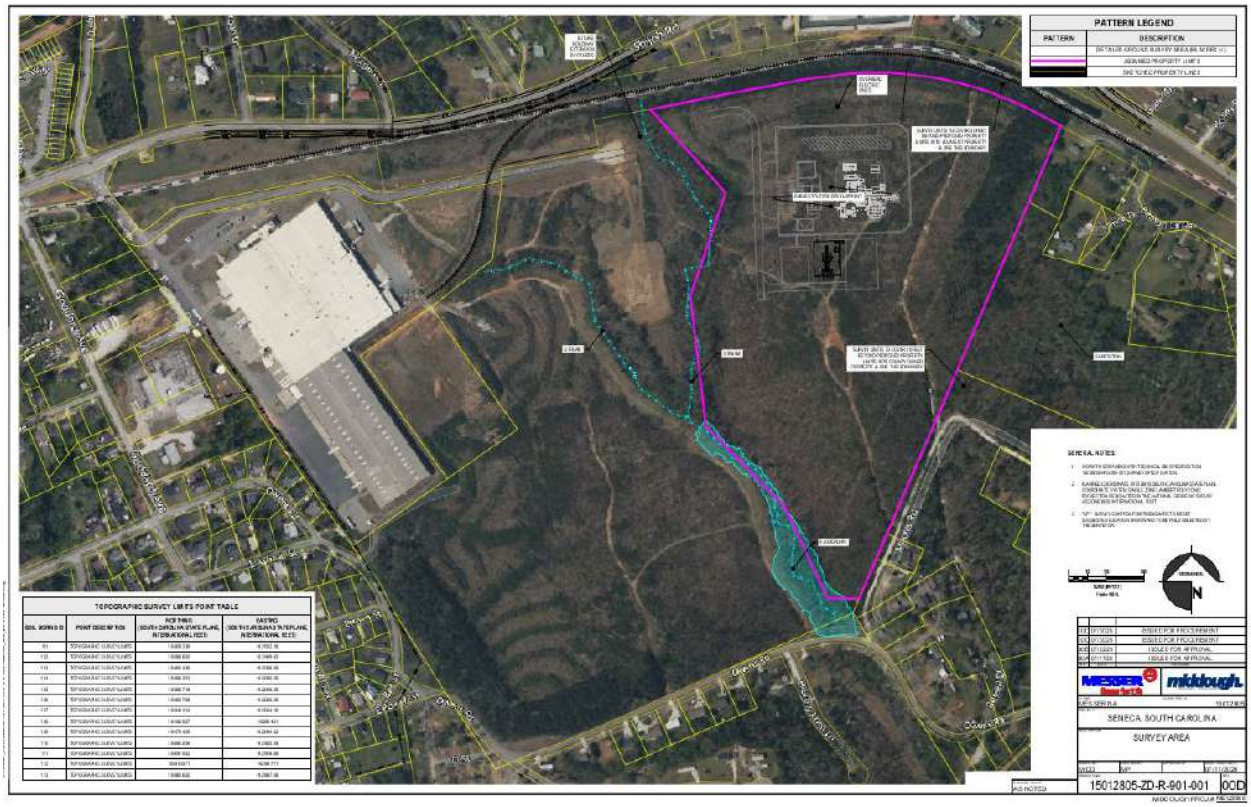
FNF FAMILY OF COMPANIES

By: _____
Name: _____
Title: _____

Date of Execution:

_____, 2026

EXHIBIT "A"


PATTERN LEGEND
PATTERN
DESCRIPTION
SENECA, SOUTH CAROLINA
SURVEY AREA
15012805-ZD-R-901-001
00D

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

Between

OCONEE COUNTY, SOUTH CAROLINA

and

MESSER LLC

Dated as of [], 202[7]

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

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

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Fee Agreement") is made and entered into as of [], 202[7], by and between OCONEE COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Oconee County Council ("County Council") as the governing body of the County, and MESSER LLC (FORMERLY IDENTIFIED TO THE COUNTY AS PROJECT FOX), a limited liability company organized and existing under the laws of the State of Delaware ("Company").

RECITALS

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

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on the information provided to the County by the Company, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

"Clawback Minimum Requirements" shall mean (a) an investment of at least $74,455,698 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsors and (b) the creation of at least 25 new, full-time jobs by the Company.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service; provided, that (i) in no event shall the Commencement Date be later than the Outside Commencement Date, and (ii) if no portion of the Project has been placed in service on or before the Outside Commencement Date, then, unless the County has extended the Outside Commencement Date by written instrument approved by County Council, this Fee Agreement shall be null and void ab initio without any further action by the County or the Company, and neither party shall have any further right or obligation under it; provided, that in lieu of the foregoing the County may elect, by written notice to the Company delivered within 60 days after the Outside Commencement Date, to treat the Company's failure as an Event of Default under Section 5.1 hereof and to exercise the remedies provided in Section 5.2. The parties acknowledge South Carolina Revenue Ruling #26-4 (August 11, 2026), and intend that this definition, the definition of Outside Commencement Date, the definition of Investment Period, and Section 5.1 hereof each constitute terms of this Fee Agreement that differ from, and are intended to displace, the statutory default addressed in that ruling.

"Outside Commencement Date" shall mean December 31, 2029; provided, that the Outside Commencement Date may be extended only by written agreement of the County, which agreement shall require the approval of County Council. In no event shall the Outside Commencement Date be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Messer LLC, a Delaware limited liability company or its permitted assigns (formerly identified to the County as Project Fox) and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

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

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and

identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

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

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

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

"Investment Commitment" shall mean, with respect to the Project, investment by the Company and any sponsor affiliates of at least $74,455,698 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date; provided, that any extension of the Investment Period pursuant to Section 12-44-30(13) of the Act shall require the prior written agreement of the County, which agreement shall require the approval of County Council by ordinance or resolution, and the Company shall have no right to extend the Investment Period unilaterally or by application to the Department without that agreement.

"Jobs Achievement Percentage" shall equal the quotient of the maximum number of jobs created in the Investment period divided by 25, provided that the Jobs Achievement Percentage shall not exceed 100%.

"Jobs Commitment" shall mean the creation of at least 25 new, full-time jobs at the Project.

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

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

"Project" shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2027 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

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

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

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

"Sponsor" shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. Any Sponsor joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Company and the Sponsor, and consented to by the County, as reflected by its execution of the Joinder Agreement.

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

"Termination Date" shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the

intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 281.7 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2026, as provided under Section 12-44-50(A)(1)(d) of the Act.

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

(f) The County agrees to use its commercially reasonable efforts to cause the Real Property to be added to and become part of the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park during the Fee Term in order that the tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Sponsor.

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

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

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

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

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

(e) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(f) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Company to undertake the Project in the County.

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

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

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided,

however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

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

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

Section 3.3 Filings and Reports.

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term,

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

Step 2: Apply an assessment ratio of six percent to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2026, which is 281.7 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

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

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

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

(c) The Company shall receive an annual credit in an amount equal to 50% of the FILOT revenues for the Project to offset the aggregate Infrastructure costs incurred, with respect to each of the first fifteen (15) consecutive FILOT Payments due under this Fee Agreement, commencing with the first FILOT Payment due following the first property tax year in which Economic Development Property is placed in service

at the Project, and the fifteen-year period shall not restart or extend with respect to any Phase placed in service thereafter. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

(d) Notwithstanding the foregoing: (i) the Infrastructure Credit shall be calculated and applied after payment of the amount due any non-host county under the MCIP Agreement; (ii) the aggregate amount of all Infrastructure Credits claimed by the Company shall not at any time exceed the amount actually expended by the Company with respect to the Infrastructure; (iii) no Infrastructure Credit shall be claimed with respect to any property tax year beginning before the first property tax year in which Economic Development Property is placed in service at the Project; (iv) to the extent any Infrastructure Credit is taken against FILOT Payments on personal property, and that personal property is removed from the Project during the Fee Term and is not replaced with qualifying Replacement Property, the amount of the FILOT Payment due on that personal property for the year in which it was removed shall also be due for each of the two years immediately following the removal, as Section 4-29-68 of the Code provides; and (v) the Infrastructure Credits are payable solely from FILOT Payments, are not secured by and are not entitled to a pledge of the full faith, credit, or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, and are not a pecuniary liability of the County or a charge against its general credit or taxing power.

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

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Failure to Achieve Clawback Minimum Requirements.

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

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

Reduction Factor = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (0.80 x Investment Achievement Percentage) + (0.20 x Jobs Achievement Percentage), provided that neither the Investment Achievement Percentage nor the Jobs Achievement Percentage shall exceed 100%

Investment Achievement Percentage = Maximum Capital Investment Achieved Within the Investment Period / $74,455,698

Jobs Achievement Percentage = Maximum Jobs Created Within the Investment Period / 25

Repayment Amount = Infrastructure Credits Received x Reduction Factor

The Company shall pay the Repayment Amount within 60 days after the deadline for filing property tax returns for the last year of the Investment Period. Any future Infrastructure Credits shall be reduced by the Reduction Factor, provided that either the Company or the County may request a redetermination of the Reduction Factor for any future Infrastructure Credits in any property tax year based on the capital investment and jobs achieved as of the last day of the Company's applicable fiscal year, subject to the statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, and/or as otherwise allowed under the FILOT Act.

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

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

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project

based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

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

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

Section 4.7 Damage or Destruction of Economic Development Property.

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

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

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

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: *(i)* to terminate this Fee Agreement; *(ii)* subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as

the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or *(iii)* to treat the portions of the Economic Development Property so taken as Removed Components.

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

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

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

Section 4.11 No Double Payment; Future Changes in Legislation.

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

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

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement,

including without limitation reasonable and actual attorneys' fees ("Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. "Administration Expenses" shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County. Reimbursement for the County's attorneys' fees shall be according to the typical fee arrangement with the County, not to exceed $25,000---including real estate transaction, provided however, this limit does not apply to Section 4.14 or Section 5.6 of this Fee Agreement.

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

Section 4.14 Indemnification Covenants.

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

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 4.14, the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 4.14, the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.14: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Fee Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.14 unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.14 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(e) The County is entitled to use counsel of its choice and the Company shall, reimburse the County for all of its reasonable costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs, provided that the County provides documentation indicating the amount of such cost and the general reason for its incurrence. Reimbursable costs shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County, *provided, however*, that an invoice from the County and/or a separately elected County official constitutes sufficient notice under this section 5.1(a); *provided, further, however,* that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

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

(d) Failure by the Company to place any portion of the Project in service on or before the Outside Commencement Date, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County. The parties acknowledge that this subsection is intended to be the

contractual provision contemplated by South Carolina Revenue Ruling #26-4 under which the County may terminate this Fee Agreement for failure to place property in service; or

(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 shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

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

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

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

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

(i) bring an action for specific enforcement;

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

Section 5.3 Additional Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 5.4 Termination on Cessation of Operations. The County's obligation to provide the incentives under this Fee Agreement may end, and the County may terminate this Fee Agreement at the County's sole discretion, if the Company ceases operations at the Project and fails to recommence operations within ninety (90) days following written notice from the County to the Company; provided, that the Infrastructure Credits provided under this Fee Agreement shall terminate automatically if the Company ceases operations. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve months. If this Fee Agreement is terminated under this Section before the end of the Investment Period, the provisions of Section 4.2 relating to retroactive payments apply. In no circumstance shall the County be required to refund or pay any amount to the Company or any Sponsor on a termination under this Section. Notwithstanding the foregoing, if the Company ceases operations solely as a result of Force Majeure events (as defined in Section 6.9), the County shall not terminate this Fee Agreement or the Infrastructure Credit for a period of twelve (12) months following the cessation, provided that the Company gives the County prompt written notice of the event and recommences operations within that period; the Infrastructure Credit shall be suspended, and no

Infrastructure Credit shall accrue or be claimed, for any property tax year during which the Company is not operating at the Project.

Section 5.5 Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.6 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. The Company may request reasonable documentation evidencing the costs. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs, provided that the County provides documentation indicating the amount of such cost and the general reason for its incurrence. Reimbursable costs shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Messer LLC
200 Somerset Corporate Boulevard, Suite 7000
Bridgewater, New Jersey 08807
Attention: Legal & Compliance
Email: bernadette.coghlan-walsh@messer-us.com

WITH A COPY TO (which shall not constitute notice):
MESSER LLC
Attn: Tax Department
200 Somerset Corporate Blvd
Suite 7000
Bridgewater, NJ 08807
Email: brandt.vieira@messer-us.com

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

Lewis Brisbois Bisgaard & Smith LLP
600 Peachtree Street NE, Suite 4700
Atlanta, GA 30308
Attention: Martin A. Shelton, Frank Cerza and Naya Urla
Email: martin.shelton@lewisbrisbois.com; frank.cerza@lewisbrisbois.com; and naya.urla@lewisbrisbois.com

IF TO THE COUNTY:

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

WITH A COPY TO (which shall not constitute notice):
Oconee Economic Alliance
Attn: Jamie Gilbert
1510 Blue Ridge Boulevard, Suite 203
Seneca, SC 29672
Email: jgilbert@oconeesc.com

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

Kozlarek Law LLC
Attn: Michael E Kozlarek
Post Office Box 565
Greenville, South Carolina 29602-0565
Email: michael@kozlarekroot.com

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

Section 6.3 Counterparts; Electronic Signature. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Each of the County and the Company (i) has agreed to permit the use from time to time, where appropriate, of electronic mail and electronic signatures in order to expedite the transaction contemplated by this Fee Agreement; (ii) intends to be bound by its electronic signature on this Fee Agreement and on any amendments to this Fee Agreement; (iii) is aware that the other party will rely on its electronically transmitted signature; and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Fee Agreement based on the fact that a signature was made or sent only by electronic mail or electronic transmission.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

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

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

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

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

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

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

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

Section 6.15 State Law Considerations. The authorization, execution, and delivery of this Fee Agreement, and any obligations of the County under this Fee Agreement, are subject to any law that may relate to the FILOT Payments or Infrastructure Credit, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

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

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

OCONEE COUNTY,
SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

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

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Approximately forty-nine (49) acres located on the east side of the Seneca Rail Park, being a portion of that certain 111.082-acre tract shown and described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, dated March 29, 2011, revised April 9, 2012, and recorded April 25, 2012, in Plat Book B403 at Pages 6 and 7, records of the Oconee County Register of Deeds, and presently constituting a portion of Oconee County Tax Map No. 520-36-10-017. The final acreage, location, configuration, and boundaries shall be established by the survey provided for in the Purchase and Sale Agreement between the County and the Company, and this Exhibit A shall be conformed to that survey.[1]

[1] NTD: Legal to be confirmed based on survey.

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective [], 202[7] (*"Fee Agreement"*), between Oconee County, South Carolina ("**County**"), and MESSER LLC, a Delaware limited liability company or its permitted assigns (collectively, with any Sponsor Affiliate, "*Sponsor*").

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

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

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

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

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

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

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

5. Request of Sponsor. The original Sponsor hereby requests and consents to the addition of [] as a "[sponsor] [affiliate]" to the Fee Agreement.

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

7. Notice. Notices under Section 6.1 of the Fee Agreement shall be sent to the [Sponsor] [Affiliate] at:

[_____]

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

Date: _____

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

By:_____

Its:_____

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

[NAME OF ADDITIONAL SPONSOR/SPONSOR AFFILIATE]

By:_____

Its:_____

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

OCONEE COUNTY, SOUTH CAROLINA

By:_____
[Name], Chairman
Oconee County Council

[SEAL]

EXHIBIT C
FORM OF ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

Reference is hereby made to the Fee Agreement, effective [], 202[7] (***"Fee Agreement"***), between Oconee County, South Carolina ("County"), and MESSER LLC, a Delaware limited liability company or its permitted assigns (collectively, with any Sponsor Affiliate, "***Sponsor***"). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.1 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim an Infrastructure Credit ("Credit") against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project, as follows: The Credit is available with respect to each of the first fifteen (15) consecutive FILOT Payments, commencing with the first FILOT Payment due following the first property tax year in which Economic Development Property is placed in service at the Project, and is a 50% Credit for each of those fifteen (15) FILOT Payments. No Credit may be claimed with respect to any property tax year beginning before the first property tax year in which Economic Development Property is placed in service at the Project.

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

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

FILOT Payment x 50% (years 1 through 15) = $_____

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

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

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

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-32

AN ORDINANCE TO REQUIRE NOTIFICATION TO OCONEE COUNTY EMERGENCY SERVICES OF ANY SEWAGE LEAK IN THE COUNTY THAT IS FIVE HUNDRED GALLONS (500) OR GREATER; AND OTHER RELATED MATTERS THERETO.

WHEREAS, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council ("County Council"), has the authority pursuant to S.C. Code § 4-9-25 and § 4-9-30, as amended, to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including regulations relating to health, safety, general welfare, sewage collection and treatment, and matters necessary and proper for the security, general welfare, and convenience of the County; and

WHEREAS, the discharge of untreated or partially treated domestic sewage may adversely affect the environment and public health; and

WHEREAS, S.C. Code § 48-1-95 establishes procedures for wastewater utilities concerning significant spills of untreated or partially treated domestic sewage, including requirements for notification to the South Carolina Department of Health and Environmental Control; and

WHEREAS, S.C. Code § 48-1-95 defines a "significant spill" as a net discharge from a wastewater utility of at least five thousand gallons of untreated or partially treated domestic sewage that could cause a serious adverse impact on the environment or public health; and

WHEREAS, Oconee County Council recognizes that sewage spills involving less than five thousand gallons may nevertheless present a potential threat to public health, public safety, waterways, property, or the environment; and

WHEREAS, Oconee County Council finds that prompt notification of sewage spills involving five hundred gallons or more will provide Oconee County Emergency Services with timely information concerning potential threats to public health and safety and will assist the County in coordinating an appropriate response when necessary; and

WHEREAS, Oconee County Council further finds that establishing a County notification requirement for sewage spills involving five hundred gallons or more is intended to supplement, and not replace, any notification, reporting, public notice, permitting, enforcement, or other requirements imposed by federal or state law; and

WHEREAS, Oconee County Council therefore desires to establish a Countywide notification requirement applicable to wastewater utilities operating within Oconee County.

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

1. Amendment to Chapter 34 of the Oconee County Code of Ordinances.

Chapter 34, "Utilities," of the Oconee County Code of Ordinances is hereby amended by adding a new Article IV, entitled **"Sewage Spill Notification,"** to read as follows:

ARTICLE IV. SEWAGE SPILL NOTIFICATION

Notification Required

Any Wastewater Utility experiencing, discovering, or otherwise becoming aware of a Reportable Spill occurring within Oconee County shall provide notification to Oconee County Emergency Services **within twenty-four (24) hours after discovery of the Reportable Spill.**

State and Federal Requirements

The notification requirements established by this article are in addition to, and shall not be construed to replace, limit, or otherwise modify, any reporting, notification, public notice, permitting, enforcement, or other requirement imposed upon a Wastewater Utility by federal law, state law, regulation, permit, or order.

Nothing in this article shall be construed to alter the definition of a "significant spill" or any other term established by S.C. Code § 48-1-95.

No Conflict with State or Federal Law

Nothing contained herein shall be construed to authorize any action by Oconee County or any Wastewater Utility that is prohibited by federal or state law. In the event of a conflict between this Ordinance and applicable federal or state law, the federal or state law shall control to the extent of such conflict.

Severability

Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.

Repeal of Conflicting Provisions

All ordinances, resolutions, or portions thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Effective Date

This Ordinance shall become effective upon third and final reading and approval by the Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

_____	_____
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	September 15, 2026
Second Reading:	October 06, 2026
Third Reading:	November 17, 2026
Public Hearing:	November 17, 2026

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE October 6, 2026
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration to approve Ordinance 2026-33 amending a 2022 incentive agreement between CurTec USA LLC and Oconee County for an expansion of the company's manufacturing operation in Oconee County.

BACKGROUND DESCRIPTION:

CurTec is a Netherlands based manufacturer of sustainable, high performance packaging products including plastic drums, pails and jars for pharmaceutical, specialty chemicals and food ingredient companies. In March 2022, the company announced it would open their first U.S. manufacturing operation with the construction of a 36,000 SF facility at the Oconee Industry and Technology Park in Westminster. The project was anticipated to have a capital investment of $13 million and create 32 new jobs. CurTec USA and Oconee County entered into a 20-year FILOT/SSRC agreement with an assessment rate of 6%, a fixed millage of 227.8 mills with a 5-year investment period. The agreement included a 5-year SSRC at 30% annually.

CurTec's U.S. operation has done very well and the company and the company will meet its employment and investment projection at the end of this year. CurTec is seeking to expands it Oconee operations and would like to construct a 35,000 square foot building addition that will allow for additional manufacturing operations. The expansion is expected to have a capital investment of over $10 million and create 10 new jobs, bringing total investment at the facility to over $23 million and employment to 42 associates.

The OEA has been working with CurTec since April on the expansion and is recommending amending the existing fee agreement to facilitate the project. The amendments are as follows:

- Extend the FILOT's investment period from 5 to 10 years.
- Extend the SSRC from 5 to 10 years and increase the credit to 50% for years 4-10.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- CurTec is a strong and growing company that is committed to investing in their Oconee County operation.
- The company will have met at the end of 2026 all their investment and job projections announced in 2022.
- Oconee County encourages and supports the expansion of existing industry.

FINANCIAL IMPACT [Brief Statement]:

- Over fifteen years, CurTec's total investment is expected to generate an estimated $2,128,000 ($1,596,000 to Oconee County) in property taxes.
- The FILOT and SSRCs are estimated to provide CurTec with a property tax savings of $630,669 over 15 years or a tax savings of 23%.

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

Approved by: _____Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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

It is the staff's recommendation that Council approve Ordinance 2026-33 to amend CurTec USA's 2022 FILOT/SSRC.

Submitted or Prepared By:	**Approved for Submittal to Council:**
_____	_____
Jamie Gilbert, Economic Development Director	**Stewart Jones, County Administrator**

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-33

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG OCONEE COUNTY, CURTEC USA LLC, AND CURTEC (U.S.A.), INC.; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("***County***"), acting by and through its County Council ("***County Council***") entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement effective as of March 15, 2022 with CurTec USA LLC, a South Carolina limited liability company ("***Sponsor***"), and CurTec (U.S.A.), Inc., a Delaware corporation ("***Sponsor Affiliate***") (the Sponsor and the Sponsor Affiliate, together identified in this Ordinance as "***Project Paint***"), pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("***FILOT Act***"), that provides for the payment of a fee-in-lieu of *ad valorem* tax ("***FILOT Payments***"), with respect to economic development property, as defined in the FILOT Act ("***FILOT Agreement***");

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits ("***Special Source Revenue Credits***") against the FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility;

WHEREAS, in connection with the FILOT Agreement and the Special Source Revenue Credits, the Sponsor and Sponsor Affiliate committed to establish a manufacturing facility in the County consisting of taxable investment in real and personal property of not less than $10,160,000 and the creation of 32 new, full-time jobs ("***Project***"), all within the Investment Period provided in the FILOT Agreement;

WHEREAS, Sponsor has proposed to make additional investments in the County in taxable real and personal property at its existing facility located at 365 Oconee Business Parkway, Westminster, SC 29693 (parcel ID 221-00-01-117), in order to expand the warehouse and add additional machinery, equipment, and tools to its facility (collectively, "***Expansion***");

WHEREAS, the Expansion is expected to result in total capital investment by the Sponsor and the Sponsor Affiliate at the Project of at least $23,000,000 by December 31, 2033, and is expected to further result in the creation of additional new jobs so that total employment at the Project will be at least forty-two (42) by December 31, 2033;

WHEREAS, the Sponsor has applied to the County, before the end of the Investment Period, for an extension of time to complete the Project pursuant to Section 12-44-30(13) of the Code of Laws of South Carolina, 1976, as amended, and County Council has determined to grant that extension as provided in the FILOT Amendment; and

WHEREAS, due to Sponsor's proposed additional investment in taxable real and personal property in Oconee County, the County now desires to: (i) amend the FILOT Agreement to extend the Investment Period and Special Source Revenue Credit period from five (5) years to ten (10) years, and modify the Special Source Revenue Credits to thirty percent (30%) for years 1 through

3 and fifty percent (50%) for years 4 through 10, and (ii) declare that Oconee County Ordinance 2026-01 Budget Proviso Section 12 applies, to the extent provided therein, to multicounty park revenues generated by or attributable to the FILOT Amendment;

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

Section 1. ***Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Expansion based on relevant criteria including the purposes the Expansion is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

(b) The Expansion gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Expansion are proper governmental and public purposes;

(d) The benefits of the Expansion to the public are greater than the costs.

Section 2. ***Approval of Incentives and Amendment to FILOT Agreement.*** The incentives as described in this Ordinance ("***Ordinance***"), and as more particularly set forth in the Amendment to FILOT Agreement, the substantially final form of which is attached hereto as Exhibit A ("***FILOT Amendment***"), with respect to the Expansion, including the extension of the Investment Period and Special Source Revenue Credit period, and modification of the Special Source Revenue Credits, are hereby approved.

Section 3. ***Application of Oconee County Ordinance 2026-01 Budget Proviso Section 12.*** The following provision constituting Section 12 of the Oconee County Budget Proviso for Fiscal Year 2026-2027, Ordinance No. 2026-01, is hereby declared to be applicable, to the extent provided therein, to multicounty park revenues generated by or attributable to the FILOT Amendment:

"For all economic development projects in a joint County industrial or business park ("MCIP") in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2026, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millage shall be divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 50%; Oconee County Economic Development Capital Projects Fund – 25%; School District of Oconee County - 24%; (2) all other taxing entities levying millage at the site in question - 1% each; (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused

revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year."

Section 4. ***Approval of Execution and Delivery of FILOT Amendment.*** The form, terms and provisions of the FILOT Amendment that are before this meeting are approved and all of the FILOT Amendment's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("***Chair***") is authorized and directed to execute the FILOT Amendment in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the FILOT Amendment and to deliver the FILOT Amendment to the Sponsor and Sponsor Affiliate.

Section 5. ***Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the FILOT Amendment.

Section 6. ***Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. ***General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. ***Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chair, Oconee County Council

(SEAL)

ATTEST:

Jennifer C. Adams
Clerk of Council, Oconee County Council

First Reading:	September 15, 2026
Second Reading:	October 6, 2026
Public Hearing:	November 17, 2026
Third Reading:	November 17, 2026

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF FILOT AMENDMENT

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

THIS AMENDMENT TO FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("***Amendment***") is made and entered into as of the [] day of [], 2026, by and among **OCONEE COUNTY, SOUTH CAROLINA** ("***County***"), a body politic and corporate and political subdivision of the State of South Carolina ("***State***"), acting through the Oconee County Council ("***County Council***") as the governing body of the County, **CURTEC USA LLC**, a South Carolina limited liability company ("***Sponsor***"), and **CURTEC (U.S.A.), INC.**, a Delaware corporation ("***Sponsor Affiliate***"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

W I T N E S S E T H:

WHEREAS, the County, the Sponsor, and the Sponsor Affiliate entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement effective as of March 15, 2022 ("***FILOT Agreement***"), wherein, in relevant part, the County agreed to provide certain incentives to the Sponsor and Sponsor Affiliate with respect to certain Economic Development Property located in Oconee County, South Carolina; and

WHEREAS, the FILOT Agreement was authorized by Oconee County Ordinance 2022-08; and

WHEREAS, under the FILOT Agreement, the Sponsor and Sponsor Affiliate agreed to undertake a project involving investment in taxable real and personal property and the creation of new jobs in the County in exchange for a fee in lieu of tax arrangement and a Special Source Revenue Credit, all as more particularly described in the FILOT Agreement; and

WHEREAS, the Sponsor and Sponsor Affiliate now propose to undertake an expansion of the Project at its existing facility located at 365 Oconee Business Parkway, Westminster, SC 29693 (parcel ID 221-00-01-117), in order to expand the warehouse and add additional machinery, equipment, and tools to its facility expected to result in a total capital investment in the County by the Company of at least $23,000,000 by December 31, 2033, and the creation of additional new jobs in the County so that the total employment by the Company in the County is at least 42 jobs by December 31, 2033 (collectively, "Expansion"); and

WHEREAS, the County and the Sponsor and Sponsor Affiliate desire to amend the FILOT Agreement to extend the Investment Period to ten (10) years and the Special Source Revenue Credit period from five (5) years to ten (10) years, and increase the Special Source Revenue Credits; and

WHEREAS, the Sponsor has applied to the County, before the end of the Investment Period, for an extension of time to complete the Project pursuant to Section 12-44-30(13) of the Code, and the County has determined to grant that extension as provided in this Amendment; and

WHEREAS, the County has authorized the execution and delivery of this Amendment by Ordinance []-[], enacted [] [], 2026.

NOW, THEREFORE, the County, the Sponsor, and the Sponsor Affiliate hereby agree as follows:

1. Amendment to Definition of Investment Period.

The definition of "Investment Period" set forth in Section 1.2 of the FILOT Agreement is hereby amended and restated in its entirety as follows:

> "Investment Period" shall mean the period commencing on the Commencement Date and ending on the last day of the tenth (10^{th}) property tax year following the Commencement Date.

2. Amendment to Definitions of Investment Commitment and Job Commitment.

The definitions of "Investment Commitment" and "Job Commitment" set forth in Section 1.2 of the FILOT Agreement are hereby amended and restated in their entirety as follows:

"Investment Commitment" shall mean the total investment by the Sponsor and the Sponsor Affiliate in taxable real and personal property at the Project of at least $23,000,000 by the last day of the 10th property tax year following the property tax year in which Economic Development Property is first placed in service, which the parties agree is December 31, 2033."

"Job Commitment" shall mean total employment at the Project of not less than 42 full-time jobs by the last day of the 10th property tax year following the Commencement Date, which the parties agree is December 31, 2033. This Job Commitment supersedes and replaces the commitment to create 32 new, full-time jobs set forth in the FILOT Agreement before this Amendment."

3. Amendment to Section 4.1.

Section 4.1 of the FILOT Agreement is hereby amended by replacing the sentence stating that "The Sponsor shall be entitled to an Investment Period of 5 years under this Fee Agreement as provided in the Act" with the following:

"The Sponsor shall be entitled to an Investment Period of ten (10) years under this Fee Agreement as provided in the Act which the parties agree ends on December 31, 2033."

4. Amendment to Section 4.2.

Section 4.2 of the FILOT Agreement is hereby amended by replacing the sentence "The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 30% SSRC for 5 years" with the following:

"The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective for ten (10) years. The SSRC shall equal thirty percent (30%) of the FILOT Payment for Years 1 through 3 (2024, 2025, and 2026), and fifty percent (50%) of the FILOT Payment for Years 4 through 10 (2027 through 2033)."

5. Amendment to Section 4.3.

Section 4.3 of the FILOT Agreement is hereby amended and restated in its entirety as follows:

"If the Sponsor does not meet 90% of the Investment Commitment by the end of the Investment Period, then the Sponsor shall repay a pro rata amount of any SSRCs claimed to the County and the percentage of the SSRC shall be reduced by the percentage equal to the amount of the repayment calculation. The pro rata repayment amount is calculated as follows:

Aggregate SSRC * (1 - (Actual Investment / (90% x Investment Commitment))) = Repayment Amount

For example, if the Sponsor has claimed an aggregate of $200,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the Investment Period, but instead only makes an investment of $15,000,000 by the end of the Investment Period, then the Sponsor would be required to repay to the County approximately $55,080, calculated as follows:

(1 - (15,000,000/20,700,000)) = 0.2754

$200,000 * 0.2754 = $55,080

Any payment made under this Section 4.3, shall be due no more than 15 days after the date after which *ad*

valorem taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act. There shall be no pro rata repayment or reduction of the SSRC percentage for any shortfall in the Job Commitment."

6. Application of Oconee County Ordinance 2026-01 Budget Proviso Section 12.

The FILOT Agreement is hereby amended to add the following new section:

"Section 5.16. Application of Budget Proviso. The County has declared that Oconee County Ordinance 2026-01 Budget Proviso Section 12 ("Proviso") shall apply, to the extent provided in the Proviso and in the ordinance approving this Amendment, to multi-county industrial or business park revenues generated by or attributable to this Amendment. The County agrees that neither the Sponsor nor any Sponsor Affiliate shall have any responsibility for the interpretation or implementation of or ensuring compliance with the Proviso."

7. Amendment to Exhibit C.

Exhibit C to the FILOT Agreement is hereby amended and restated in its entirety in the form attached to this Amendment as Attachment 1.

8. Continuing Effect.

Except as modified by this Amendment, the FILOT Agreement remains in full force and effect.

9. Governing Law.

This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

10. County Authorization.

The County represents that it has approved this Amendment by the enactment of Ordinance No. []-[] of Oconee County Council and in accordance with the procedural requirements of County Council and applicable law.

11. Sponsor and Sponsor Affiliate Authorization.

The Sponsor and Sponsor Affiliate each represent that the execution, delivery, and performance of this Amendment have been duly authorized and approved by all requisite action on the part of the Sponsor and Sponsor Affiliate, respectively.

12. Counterparts; Electronic Signatures.

This Amendment may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as manual signatures.

13. Effective Date.

This Amendment is effective as of the date first written above.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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OCONEE COUNTY, SOUTH CAROLINA

_____

Matthew Durham
Chair, Oconee County Council

(SEAL)

ATTEST:

_____

Jennifer C. Adams
Clerk of Council, Oconee County Council

CURTEC USA LLC

By: _____

Name: _____

Title: _____

CURTEC (U.S.A.), INC.

By: _____

Name: _____

Title: _____

ATTACHMENT 1
EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement, effective March 15, 2022, as amended by the Amendment to Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement dated [] [], 2026 (as so amended, collectively, "Fee Agreement"), among Oconee County, South Carolina ("County"), CurTec USA LLC, a South Carolina limited liability company ("Sponsor"), and CurTec (U.S.A.), Inc., a Delaware corporation ("Sponsor Affiliate"). Each capitalized term used in this Certificate, but not defined in this Certificate, has the meaning ascribed to that term in the Fee Agreement.

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

1. The Sponsor is entitled to claim a Special Source Revenue Credit ("SSRC") against each FILOT Payment, on or before the date after which ad valorem taxes become delinquent in which a FILOT Payment is due with respect to the Project, in an amount equal to thirty percent (30%) of the FILOT Payment for Years 1 through 3 (property tax years 2024, 2025, and 2026) and fifty percent (50%) of the FILOT Payment for Years 4 through 10 (property tax years 2027 through 2033).

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

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

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

FILOT Payment $_____ x _____% (30% for Years 1 through 3; 50% for Years 4 through 10) = $_____

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

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

7. The Sponsor acknowledges that, under Section 4.3 of the Fee Agreement, if the Sponsor does not meet 90% of the Investment Commitment by the end of the Investment Period, the Sponsor shall repay a pro rata amount of the SSRCs claimed, calculated as provided in that Section.

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

CURTEC USA LLC

Signature:_____

Name:_____

Title:_____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2026-34

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THAT CERTAIN AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PICKENS COUNTY, SOUTH CAROLINA, TO PROVIDE FOR THE EXPANSION OF THE BOUNDARIES OF SUCH MULTI-COUNTY INDUSTRIAL/BUSINESS PARK CREATED THEREBY TO INCLUDE CERTAIN ADDITIONAL PROPERTY LOCATED IN PICKENS COUNTY, AND OTHER MATTERS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County (the "***County Council***"), the governing body of Oconee County, South Carolina (the "***County***") in a meeting duly assembled as follows:

Section 1 Findings of Fact. The County Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this "***Ordinance***"):

(a) Oconee County, South Carolina ("***Oconee County***") and Pickens County, South Carolina ("***Pickens County***" and together with Oconee County, the "***Counties***") are authorized under Article VIII, Section 13 of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the "***Act***") to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties.

(b) In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Pickens County and Oconee County entered into that certain Agreement for the Development of a Joint-County Industrial and Business Park, dated as of September 11, 2017 (as subsequently amended, the "***Park Agreement***"), for the purpose of developing a multi-county industrial/business park (the "***Park***") in accordance with the provisions of the Act.

(c) Tyson Steel Building Products, Inc. (the "***Company***"), proposes to acquire, lease, construct, purchase, or install, or cause the acquisition, leasing, construction, purchasing, or installation of, certain new and/or existing real property, real property improvements and machinery, equipment, and other personal property in order to establish a manufacturing facility within Pickens County (the "***Project***"), and has requested that Pickens County include the Project within the Park in order to afford the Company certain enhanced income tax credits.

(d) The Counties desire to amend the Park Agreement to include the Project within the boundaries of the Park by entering into that certain Fifth Amendment to Park Agreement, the form of which is attached to this Resolution at **Exhibit A** (the "***Fifth Amendment to Park Agreement***"). Pursuant to Section 2 of the Agreement, the boundaries of the Park may be expanded from time to time through appropriate action of the respective councils of the Counties authorizing the

amendment of the Park Agreement to incorporate the revised legal description of the boundaries of the Park.

Section 2 Amendment of Park Agreement. The County Council hereby authorizes the amendment of the Park Agreement to include the site of the Project. The form, provisions, terms, and conditions of the Fifth Amendment to Park Agreement, as attached as **Exhibit A** hereto, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Fifth Amendment to Park Agreement was set out in this Ordinance in its entirety. The Chairman of County Council (the "***Chairman***") is hereby authorized, empowered, and directed to execute the Fifth Amendment to Park Agreement in the name and on behalf of the County; the Clerk to County Council is hereby authorized, empowered and directed to attest the same; and the Chairman is further authorized, empowered, and directed to deliver the Fifth Amendment to Park Agreement to Pickens County. The Fifth Amendment to Park 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 executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fifth Amendment to Park Agreement attached as an exhibit hereto.

Section 3 Severability. The provisions of this Resolution are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

DONE AND ENACTED this _____ day of _____ 2026.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

_____
Jennifer Adams, Clerk to County Council
Oconee County, South Carolina

First Reading: October 06, 2026
Second Reading: November 17, 2026
Public Hearing: December 01, 2026
Third Reading: December 01, 2026

EXHIBIT A

FIFTH AMENDMENT TO PARK AGREEMENT

STATE OF SOUTH CAROLINA	**)**	
	)	**FIFTH AMENDMENT TO AGREEMENT FOR**
COUNTY OF PICKENS	**)**	**THE DEVELOPMENT OF A JOINT-COUNTY**
	)	**INDUSTRIAL AND BUSINESS PARK**
COUNTY OF OCONEE	**)**	

This FIFTH AMENDMENT (this "***Amendment***") to an Agreement for the Development of a Joint-County Industrial and Business Park (the "***Agreement***") located by and between Pickens County, South Carolina ("***Pickens County***") and Oconee County, South Carolina ("***Oconee County***" and together with Pickens County, the "***Counties***"), dated September 11, 2017, is entered into this ___th day of _____ 2026 (the "***Effective Date***"), by and between the Counties as parties hereto, both political subdivisions of the State of South Carolina.

WHEREAS, the Counties are authorized under Article VIII, Section 13 of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the "***Act***") to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties; and

WHEREAS, in accordance with the Act and pursuant to Ordinance No. 544 of Pickens County, dated September 11, 2017, and Ordinance No. 2017-19 of Oconee County, dated September 5, 2017, the Counties entered into the Agreement providing for the establishment of a multi-county industrial business park (the "***Park***"); and

WHEREAS, pursuant to Section 2 of the Agreement, the boundaries of the Park may be expanded from time to time as authorized by the respective councils of the Counties authorizing the amendment of the Agreement to incorporate the revised legal description of the boundaries of the Park; and

WHEREAS, the county councils of each of the Counties have enacted ordinances authorizing the execution and delivery of this Amendment in order to expand the boundaries of the Park premises within Pickens County.

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

1. **Binding Agreement**. The Agreement, inclusive of this Amendment, serves as a written instrument of the entire agreement between the Counties with respect to the creation, operating, and sharing of expenses of the Park and shall be binding on Pickens County and Oconee County, their successors and assigns.

2. **Amendment to the Agreement**. In accordance with Section 2(B) of the Agreement, and pursuant to Ordinance No. 2026-__ of Pickens County and Ordinance No. 2026-

__ of Oconee County, authorizing the execution and delivery of this Amendment, the Agreement is hereby amended so as to replace the original **Exhibit A** of the Agreement with a revised **Exhibit A** (attached hereto as **Revised Exhibit A**) listing the parcels of real property that describe the boundaries of the Park premises in Pickens County as expanded hereby. The boundaries of the Park are hereby enlarged to the full extent of the real properties described in **Revised Exhibit A** and **Revised Exhibit A** shall amend, replace and supersede the original **Exhibit A** to the Agreement. Any and all terms and conditions of the Agreement not expressly amended pursuant to this Amendment shall remain in full force and effect and are hereby ratified in full by the Counties.

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

4. **Termination**. Notwithstanding any provision of this Amendment to the contrary, Pickens County and Oconee County affirm that the Agreement, as amended hereby, shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding contractual commitments, covenants, or agreements to any owner or lessee or Park property, including but not limited to, the Projects, as any agreement containing such commitments or covenants may be amended, modified, or supplemented from time to time, or such owner or lessee has outstanding other incentives requiring inclusion of property of such owner or lessee within the boundaries of a multi-county industrial or business park created pursuant to the Act, unless the county in which the Park property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another multi-county industrial or business park created pursuant to the Act, which including is effective as of the termination of the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

PICKENS COUNTY, SOUTH CAROLINA

By:_____
Alex Saitta, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

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

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Matthew Durham, Chairman of County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

REVISED EXHIBIT A (PICKENS)

1. Parcels of real property described as having the following tax parcel numbers and related descriptions:

   4087-12-97-7380
   4191-07-59-4546
   4191-07-69-6036
   4191-16-83-0894

2. A portion of TMS # 4097-00-74-0384, identified as Tract B on a plat recorded at the office of the Pickens County Register of Deeds at Bkp: 609, Pg: 64

3. A portion of TMS # 5027-07-57-8658, shown as a separate tract of 8.03 acres on a plat recorded at the office of the Pickens Count Register of Deeds at Bkp: 610, Pg: 184.

4. 4065-13-14-8286 and a portion of 4056-09-15-5545, more particularly described as follows:

   All that certain piece, parcel, tract or lot of land lying, being and situate in Pickens County, South Carolina, known as the Mill Parcel, having a property address of 356 Mauldin Road, containing 18.379 acres (800,606 square feet), as shown on plat entitled "Recombination Survey for American House Spinning House Inc. and Central Development Associates LLC" prepared by Site Design, Inc. dated July 6, 2021 and recorded on January 10, 2022, in Plat Book 614 at Page 251 in the records of the Register of Deeds for Pickens County, South Carolina and having such courses and distances, metes and bounds as shown on said plat, which plat is incorporated herein by reference (the "Recombination Survey").
   TOGETHER WITH an easement to use and connect to any utilities including utility lines and pipes and stormwater detention facilities located on that certain piece, parcel, tract or lot of land lying, being and situate in Pickens County, South Carolina, known as the Remainder Parcel, containing 69.562 acres (3,030,108 square feet), as shown on the Recombination Survey and having such courses and distances, metes and bounds as shown on the Recombination Survey and an easement for ingress, egress and regress across, over and under the Remainder Parcel for access to such utilities to and from the Mill Parcel.
   Derivation: This being a portion of the property conveyed unto American House Spinning Inc., by deed form Pratt-Read Corporation dated November 11, 1986, recorded in the office of the Register of Deeds for Pickens County, South Carolina in Deed Book 14-A, Page 199, and by deed form Pratt-Read Corporation dated November 11, 1986, recorded in the office of the Register of Deeds for Pickens County, South Carolina in Deed Book 14-A, Page 200 and also being a portion of the property conveyed unto Grantor by quitclaim deed from American House Spinning, Inc., a Georgia corporation originally formed by the filing of Articles of Incorporation with the Georgia Secretary of State on August 29, 1986,

recorded in in the office of the Register of Deeds for Pickens County, South Carolina on January 18, 2022 in Deed Book 2364 at Page 11.

Tax Map Parcel #s: 4065-13-14-8286 and 4056-09-15-5545 (portion of).

5. Tax Map Parcel # 5008-00-40-0132, more particularly described as follows:

   All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as Tract "C" containing 10.000 acres, according to plat prepared by Robert R. Spearman, Surveyor, dated 11/2/1994 and recorded in Plat Book 67, at Page 89-A, in the ROD Office for Pickens County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

   This being the same property conveyed to Circle C Investments, LLC by Deed of Angel Demarski AKA Angel Demarksi and Marilyn Bielmyer, Todd King and Lambco, Inc., signed November 22, 2024 and recorded December 3, 2024 in the Office of the Pickens County Register of Deeds in Book 2750 at Page 261.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE November 17, 2026
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance agreement between Project Grow and Oconee County to locate a new industrial operation in Oconee County.

BACKGROUND DESCRIPTION:

Project Grow is a well-respected and leading U.S. company in the food industry that is considering Oconee County for a new, state-of-the-art industrial operation. The highly competitive project is anticipated to have a capital investment of at least $150 million and create more than 250 new jobs. The Oconee Economic Alliance (OEA) began working with the project earlier this year. The OEA has recommended a property tax incentive package and sale of county owned industrial land at Golden Corner Commerce Park at I-85 (GCCP) for the project, in an effort to secure Project Grow in Oconee County.

The OEA is recommending the following county incentives for the project:

1. A 40-Year Fee-In-Lieu-of-Taxes (FILOT) agreement with a fixed property assessment rate of 6% and millage rate of 214.9 mills, and an eight-year investment period.
2. Two 40-Year Special Source Revenue Credits (SSRC). The first SSRC is a credit of 33.7% applied annually to the FILOT payments. This SSRC replicates the 4% assessment of Super FILOT which is available for projects that have a capital investment of at least $150 million and create at least 125 new jobs within the first eight years of the project. The project must meet this requirements to maintain the SSRC and not have any repayment to the County for the benefit received. The second SSRC provides an additional annual abatement after the first SSRC and is 80% for years 1-10, 65% for years 11-20 and 50% for years 21-40.
3. Sale of Oconee County owned industrial land (size to be determined) at GCCP at an average price of $22,835.82/acre.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Project Grow is a well-established, financially strong company that is a leader in the food industry.
- The project would be one of the largest projects ever announced in Oconee County.
- Project Grow is expected to have an annual payroll of over $13 million.
- The project would be the first at GCCP and is strategically important for future development at GCCP.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate in total property taxes (after incentives) an estimated $1,853,000 over 10 years, $4,653,000 over 20 years, $8,568,000 over 30 years and $12,519,000 over 40 years.

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

Approved by: _____Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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

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

Submitted or Prepared By:	**Approved for Submittal to Council:**
_____	_____
Jamie Gilbert, Economic Development Director	**Stewart Jones, County Administrator**

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2026-35

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT GROW, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND ANDERSON COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.

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

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

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

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with

respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, a company identified for the time being as Project Grow, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment or expansion of an industrial facility in the County ("Project"), which the Company expects will result in the investment of approximately $150,000,000 in taxable property and the creation of more than 250 new, full-time equivalent jobs;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Company upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit B ("PSA"), which conveyance is conditioned upon the Company's covenant to commence and complete construction of the improvements comprising the Project on or before the date set forth in the PSA and reserves to the County a right to repurchase the Project Site at the price paid by the Company if that covenant is not satisfied;

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

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on [_____], 2026, the County identified the Project as a "project" as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Council has considered South Carolina Revenue Ruling #26-4 (August 11, 2026), in which the South Carolina Department of Revenue concluded that a sponsor's failure to place economic development property in service on or before the last day of the property tax year that is three years after a fee agreement is entered into does not result in automatic termination of the fee agreement; and the Council intends that the Fee Agreement authorized by this Ordinance fix the commencement date by contract and make the failure to place property in service by a date certain an event of default entitling the County to terminate, as that ruling expressly contemplates;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement, attached as Exhibit C, by and between the County and the Company ("Fee Agreement"), which provides for (i) fee in lieu of tax payments utilizing a six percent assessment ratio and a fixed millage of 214.9 mills, for forty annual payments with respect to the Project and each component thereof placed in service during the investment period, which is the eight-year investment period resulting from the five-year period the Negotiated FILOT Act provides and the three-year extension the Council approves by this Ordinance; (ii) two special source revenue credits against the Negotiated FILOT payments, the first ("SSRC 1") equal to 33.7% of each payment, producing a net payment substantially equivalent to a fee calculated at a four percent assessment ratio, and the second ("SSRC 2"), applied to the amount remaining after SSRC 1, equal to 80% of each of the first 10 payments, 65% of each of payments 11 through 20, and 50% of each of payments 21 through 40; and (iii) an outside commencement date of December 31, 2029, on or before which the Company must place economic development property in service at the Project, and provides that if the Company fails to do so, and the County has not extended that date by written instrument approved by the Council, the Fee Agreement becomes null and void ab initio without further action by the County, subject to the County's right to elect instead to treat the failure as an event of default and to terminate the Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Incentives Authorized. The incentives authorized by this Ordinance are the Negotiated FILOT, SSRC 1 and SSRC 2 taken as credits against Negotiated FILOT payments, the designation of

the Project Site as part of the Park, the conveyance of the Project Site pursuant to the PSA, and the application, acceptance, and expenditure of the State grant described in Section 6. Public infrastructure constructed, owned, and operated by the County or another public body and serving the Park generally is not an incentive to the Company and is not limited by this Section. Except as stated in this Section, no grant, forgivable loan, infrastructure reimbursement payable other than as a credit against fees in lieu of taxes, or other cash incentive is authorized by this Ordinance, and none shall be provided to the Company with respect to the Project except pursuant to a separate action of the County Council.

Section 6. Extension of Termination Date; Extension of Investment Period; State Grant. (a) Pursuant to Section 12-44-30(21) of the Negotiated FILOT Act, the Council, having considered the anticipated capital investment, job creation, payroll, infrastructure, and addition to the tax base of the County that the Project represents, finds that the Project confers a substantial public benefit upon the County; approves an extension of the termination date beyond the twenty-ninth year by ten years, to the last day of the property tax year which is the thirty-ninth year following the first property tax year in which applicable economic development property is placed in service, so that the Company makes forty annual FILOT payments with respect to the Project and each Phase of the Project; and authorizes the Fee Agreement to so provide. The Chairman of the County Council, the Clerk to County Council, and the County Administrator are each authorized to execute and deliver any further instrument, and the Council shall consider and adopt any further resolution, necessary or convenient to confirm that extension upon application by the Company made before the termination date.

(b) Pursuant to Section 12-44-30(13) of the Negotiated FILOT Act, the Council approves an extension of the five-year investment period by three years, to eight years from the commencement date, and authorizes the Fee Agreement to so provide; provided, that the Act minimum investment must be made within five years of the commencement date, no extension of that period being permitted.

(c) The Council acknowledges that the South Carolina Coordinating Council for Economic Development has recommended a State grant to the County, in an approximate amount of $1,500,000, for the general purpose of road infrastructure improvements on South Carolina Highway 59 serving the Project and the Park. The County is authorized to apply for, accept, and expend that grant for that purpose, and to execute and deliver any grant or performance agreement the Coordinating Council requires in connection with it. The grant proceeds are State funds passed through the County and applied to public road infrastructure, and are not a County grant, forgivable loan, or cash incentive to the Company. The Chairman of the County Council, the Clerk to County Council, and the County Administrator are each authorized to take all action reasonably necessary to effect this subsection.

Section 7. General Repealer. Each order, resolution, ordinance, or part of the same in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 8. Effective Date. This Ordinance is effective at its approval following a public hearing and third reading.

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

Passed and approved: [_____], 2026

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: October 06, 2026
Second Reading: November 17, 2026
Public Hearing: December 08, 2026
Third Reading: December 08, 2026

EXHIBIT A

DESCRIPTION OF PROJECT GROW PROPERTY

EXHIBIT B

FORM OF PURCHASE AND SALE AGREEMENT

[SEE ATTACHED]

EXHIBIT C

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

[SEE ATTACHED]

EXHIBIT D

FORM OF MCIP AGREEMENT

[SEE ATTACHED]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined below) by and between **OCONEE COUNTY, SOUTH CAROLINA, a body politic and political subdivision of the State of South Carolina** ("**Seller**"), and **[PROJECT GROW]**, a [state] [entity type] ("**Purchaser**").

STATEMENT OF BACKGROUND INFORMATION

A. Seller is the owner of that certain parcel of real property consisting of approximately 305.99 acres bearing Oconee County TMS No. 332-00-01-009 and situated in Golden Corner Commerce Park ("**Park**") located at the NW Corner of SC Route 59 and Feltman Road in Oconee County, South Carolina, and depicted on **Exhibit A** attached hereto and incorporated herein by reference ("**Parent Tract**").

B. Seller desires to sell and Purchaser desires to purchase an approximately 67 acre portion of the Parent Tract, in the configuration depicted on **Exhibit B** attached hereto and incorporated herein by reference ("**Property**").

C. Seller and Purchaser entered into that certain Non-Binding Letter of Intent dated September 1, 2026 ("**LOI**"), regarding the proposed acquisition by Purchaser of the Property.

D. Seller and Purchaser now desire to enter into this Agreement to set forth the definitive, binding terms and conditions governing Purchaser's acquisition of the Property, all as more particularly set forth below.

E. Purchaser intends to acquire the Property for the development, construction, and operation of an industrial facility, including but not limited to, use as a distribution center ("**Intended Use**"), together with related improvements and infrastructure (collectively, the "**Project**").

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Property. Seller agrees to sell and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth. The parties acknowledge that this Agreement is intended to implement, and is consistent with, the LOI, and that upon the Effective Date this Agreement supersedes the LOI as to the purchase and sale of the Property. Effective upon the Effective Date, and regardless of whether Closing occurs, the LOI shall terminate in its entirety and be of no further force or effect, including any right of first refusal, option, exclusivity, or other right granted thereunder with respect to any portion of the Property, and Purchaser shall execute and deliver at Closing such instrument of termination as Seller may reasonably request.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller is Twenty-Two Thousand Eight Hundred Thirty-Five and 82/100 Dollars ($22,835.82) per acre ("Purchase Price"), consistent with the LOI. At the +/-67 acres contemplated by the LOI, the Purchase Price equals One Million Five Hundred Thirty Thousand and No/100 Dollars ($1,530,000). The final acreage subject to the conveyance contemplated herein shall be established by the Survey, and the Purchase Price shall be adjusted accordingly on a per-acre basis, subject to Seller's approval of the location, configuration, and final acreage of the Property as provided in Section 5. The Purchase Price applies only to the Property; any additional acreage within the Park purchased by Purchaser in excess of the Property shall be conveyed, if at all, upon such price and terms as Seller and Purchaser may separately agree, and nothing herein grants Purchaser any right, option, or right of first refusal with respect to any portion of the Park other than the Property. [NTD: Acreage confirmed by Seller at 67. Seller believes approximately 65 acres are graded and approximately 2 acres are not; the Survey will establish

the actual configuration. This Agreement conveys the Property AS IS under Section 14 and makes no representation as to grading, and none should be added.]

3. Deposit. Within ten (10) business days following the Effective Date, Purchaser shall provide Chicago Title Insurance Company ("**Title Company**"), a letter of credit or cash deposit payable to the order of Seller in the amount of One Hundred Thousand and No/100 Dollars ($100,000) to be held by Title Company as an earnest money deposit (the "Deposit"), which Deposit will be refunded or credited against the Purchase Price as provided in this Agreement. Upon Closing, the Title Company shall disburse the Deposit to Seller and the Deposit shall be applied against the Purchase Price. If Purchaser terminates this Agreement during the Inspection Period, or if any condition to Purchaser's obligation to close is not satisfied or waived, the Deposit shall be returned to Purchaser. Following expiration of the Inspection Period, the Deposit shall become non-refundable except upon a Seller default or the failure of a condition to Closing. Purchaser's failure to deliver the Deposit within the time provided shall constitute a material default by Purchaser, whereupon Seller may terminate this Agreement immediately by written notice and without opportunity to cure.

4. Inspection Period. For a period of up to one hundred twenty (120) days following the later of the Effective Date or Seller's delivery of all of the materials described in this Section (as the may be extended pursuant to the terms of this Agreement, the "**Inspection Period**"), Purchaser shall have the right to conduct such investigations of the Property as Purchaser deems necessary to assess it for the Intended Use, including but not limited to, soil borings, topographical studies, wetland studies, environmental studies, traffic studies, road improvement investigations, utility infrastructure/extension investigations, zoning and title examinations, curb-cut location investigations, entitlements investigations, tax incentive agreement investigations, and any other investigations related to construction or development. In addition, in the event Purchaser determines during the Inspection Period that there are trees or bushes on the Property which attract seasonal endangered species, Purchaser may, during the Inspection Period, remove such trees and/or bushes, but only with the prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed. In the event Purchaser elects, in Purchaser's sole and absolute discretion, not to purchase the Property for any reason or no reason, Purchaser shall provide written notice of such decision prior to the expiration of the Inspection Period, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further obligation hereunder except as to any obligations that expressly survive. At any point during the Inspection Period Purchaser may, at Purchaser's sole option, terminate the Inspection Period and immediately precede to the Entitlement Period.

Seller has previously granted Purchaser access to the Property. With respect to any further entry upon the Property, Purchaser's right of entry is conditioned upon each of the following, and Purchaser shall cause its agents, consultants, contractors, and employees to comply with each: (i) Purchaser will endeavor to, but is not required to, provide Seller reasonable advance notice of each entry; (ii) Purchaser shall not conduct any invasive, subsurface, or destructive testing without Seller's prior written approval of the scope of work proposed, such approval not to be unreasonably withheld, conditioned, or delayed; (iii) prior to first entry, Purchaser shall deliver to Seller certificates evidencing commercial general liability insurance with limits of not less than $[1,000,000] per occurrence and $[2,000,000] in the aggregate, naming Seller as an additional insured, together with workers' compensation and automobile liability coverage in statutory or customary amounts; (iv) Except as otherwise provided herein, Purchaser shall promptly restore the Property to substantially the condition existing prior to such entry; (v) Purchaser shall keep the Property free and clear of all mechanics', materialmen's, and other liens arising from its investigations, and shall discharge or bond over any such lien within twenty (20) days after notice thereof; (vi) Purchaser shall not report or disclose to any governmental agency the results of any environmental or other investigation of the Property except to the extent required by law, and then only after giving Seller prior written notice as far in advance as is practicable; and (vii) in the event this Agreement is terminated prior to Closing and not restored by the parties, Purchaser shall promptly deliver to Seller, at no cost to Seller, and without warranty or representation as to accuracy or completeness, and subject to the prior written approval of any consultant or third party who prepared such reports, studies or results, to the extent applicable, redacted (as to the identity of Purchaser and any other identifying information) copies of all third-party reports, studies, surveys, and test results (but specifically excluding any privileged materials, internal analyses, appraisals, and proprietary engineering and layout work product prepared or obtained by Purchaser)

with respect to the Property, which Seller may retain and use without restriction (but in compliance with the confidentiality provisions set forth in Section 25), but on which Seller shall not rely.

Purchaser acknowledges that Seller has already delivered to Purchaser the materials in Seller's files that are pertinent to the Parent Tract. Seller agrees, within ten (10) days of the Effective Date, to the extent not already provided and at no cost or expense to Purchaser, to provide to Purchaser copies of the following, to the extent in Seller's possession, relating to the Parent Tract and which Seller is legally permitted to produce: existing surveys and plats, recorded instruments affecting title, wetland delineations, geotechnical and environmental reports, wetlands studies, any ACOE jurisdictional determinations affecting the Property, grading plans and specifications, written notices received from governmental agencies, and written information concerning zoning and utility service. Seller may satisfy this obligation by making such materials available to Purchaser for inspection and copying at Seller's offices or by electronic access. Seller shall not be required to produce, and this Section shall not extend to, (i) materials subject to the attorney-client privilege or constituting attorney work product, (ii) drafts, internal analyses, memoranda, appraisals, or valuations, or (iii) records exempt from disclosure under Section 30-4-40 of the South Carolina Code, including records relating to economic development negotiations. Seller shall disclose any material changes to the information supplied hereunder that occur prior to Closing. Such materials are provided for informational purposes only and without representation or warranty as to their accuracy or completeness, and Purchaser shall not rely upon them.

Purchaser agrees to indemnify, defend, and hold harmless Seller and Seller's Council members, officers, employees, agents, and consultants from and against any and all actual and direct claims, causes of action, damages, costs, liens, and expenses of any kind, including without limitation reasonable attorneys' fees and court costs, arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property, whether in the exercise of Purchaser's rights hereunder or under any access granted to Purchaser prior to the Effective Date; provided, however, that in no event shall Purchaser be responsible for any reduction in the value of the Property resulting solely from the discovery of any hazardous substances on, or other defects in, the Property that were not created or exacerbated by Purchaser or its agents, consultants, contractors, employees, or principals. This indemnification shall survive Closing or the earlier termination of this Agreement for a period of one (1) year.

5. <u>Subdivision; Legal Description; Access</u>. Because no separate legal description of the Property presently exists, Purchaser, at Purchaser's expense, shall cause a subdivision plat of the Parent Tract to be prepared by a South Carolina-licensed professional land surveyor ("**Plat**"), and in form and substance reasonably agreeable to Seller and Purchaser, establishing the location, configuration, final acreage, and boundaries of the Property consistent with the location contemplated by the conceptual site plan attached hereto as **Exhibit F** (the "**Conceptual Site Plan**"). The location, configuration, and final acreage of the Property shall be subject to Seller's written approval (to be provided by the sixtieth (60^{th}) day of the Inspection Period), not to be unreasonably withheld, conditioned, or delayed, and shall not landlock or materially impair the access, road frontage, utility service, drainage, or developability of the remainder of the Park. Upon mutual written approval, the description derived from the Plat shall control for purposes of the deed. Seller reserves, and Purchaser shall grant to Seller at Closing, such perpetual non-exclusive easements over, under, and across the Property as are reasonably necessary for vehicular access, drainage, and utilities to the remainder of the Park, in locations approved by Purchaser that do not interfere with the Intended Use (the "**Reserved Easements**"). Seller and Purchaser shall use commercially reasonable efforts to determine the necessity of the Reserved Easements, if any, during the first forty-five (45) days of the Inspection Period; provided, however, that in the event Seller and Purchaser have not determined the necessity of the Reserved Easements, if any by said 45th day, the Inspection Period shall automatically be extended on a day for day basis until such determination has been made, provided that no extension under this sentence shall extend the Inspection Period beyond sixty (60) days after its original expiration.

Access to the Property is provided by direct frontage on South Carolina Highway 59. Seller has advised Purchaser that no road owned by Seller serves the Property, that the Property lies within the unincorporated area of Fair Play in Oconee County, and that neither the Property nor the Park is subject to annexation by any municipality. Purchaser intends to access the Property by means of not more than three (3) private driveways

directly connecting the Property to South Carolina Highway 59, the intended locations and configurations of which being shown on the Conceptual Site Plan. Seller and Purchaser shall use commercially reasonable efforts to determine the number and location of curb cuts available for the Project during the first forty-five (45) days of the Inspection Period. In the event it is determined that Purchaser will be able to obtain three (3) curb cuts in the locations indicated on the Conceptual Site Plan, or in other locations that do not require access easement from Seller, Purchaser shall be solely responsible for the design, permitting, construction, and maintenance of such driveways and for obtaining all encroachment permits, driveway permits, and other approvals of the South Carolina Department of Transportation required in connection therewith, in each case at Purchaser's sole cost and expense. Seller shall reasonably cooperate with Purchaser's applications for such approvals at no cost or expense to Seller, but Seller makes no representation or warranty as to, and shall have no liability for, the timing, conditions, cost, or outcome of any such approval, except as expressly provided in Section 8(g). In the event it is determined that Purchaser will not be able to obtain three (3) curb cuts in the locations indicated on the Conceptual Site Plan, Seller shall use commercially reasonable efforts to assist Purchaser with Purchaser's intention to have at least three (3) connection points to the Project directly or indirectly from South Carolina Highway 59, which efforts may include granting access easements to Purchaser. Seller and Purchaser shall use commercially reasonable efforts to determine the necessity of any such easements during the first forty-five (45) of the Inspection Period; provided, however, that in the event Seller and Purchaser have not determined the necessity of any such easements by said 45th day, the Inspection Period shall automatically be extended on a day for day basis until such determination has been made, provided that no extension under this sentence shall extend the Inspection Period beyond sixty (60) days after its original expiration. Notwithstanding anything in this Agreement to contrary, in the event it is determined that access, utility, or other easements over property adjacent to the Property are necessary in order for Purchaser to operate the Intended Use on the Property, the forms of any such easements shall be prepared and agreed to by the parties during the first forty-five (45) of the Inspection Period, and subsequently attached to this Agreement by amendment.

6. Title. Purchaser shall have the right, at its expense, to make such examinations of title and to have a survey of the Property prepared (the "**Survey**"), as it deems necessary or desirable. Purchaser shall notify Seller prior to the end of the Inspection Period of its objection to any matters of title ("**Title Exceptions**") and of its objection to any matters of survey ("**Survey Exceptions**"). Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice whether it will be able and willing to cure or remove the Title Exceptions and/or Survey Exceptions. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be obligated to (i) satisfy at or before Closing any mortgage, judgment, tax, or other monetary lien affecting the Property, and (ii) terminate any occupancy agreement (such as a lease or license) affecting the Property that will not terminate on its own prior to Closing (collectively, the "**Mandatory Cure Items**"); otherwise Seller shall not be required to cure, remove, or incur any cost with respect to any Title or Survey Exception. If Seller notifies Purchaser that it is unable or unwilling to cure or remove any Title Exception or Survey Exception, Purchaser shall have the option to terminate this Agreement, exercisable within ten (10) business days after receipt of such notice, and to receive a return of the Deposit, which shall be Purchaser's sole remedy; provided, however, that in the event Seller fails to cure or remove any Mandatory Cure Item as set forth in this Section 6 (i.e., at or prior to Closing), such failure shall be considered a Seller default entitling Purchaser to exercise any and all remedies available to Purchaser set forth in Section 20(ii) of this Agreement. If Purchaser does not give such notice of termination related to any non-Mandatory Cure Items within said time, Purchaser shall be deemed to have waived such Title Exceptions and Survey Exceptions. All matters of title and survey as to which Purchaser does not timely give notice, or which Purchaser is deemed to have waived, together with the lien for current year property taxes not yet due and payable, the protective covenants of record for the Park, and the instruments described in Sections 12, 13, and 14, are referred to collectively as the "**Permitted Exceptions**." After the Effective Date, Seller shall not, without the prior written approval of Purchaser, which approval may be withheld in Purchaser's sole and absolute discretion, execute any document or undertake any action which will impact title to the Property and/or which would give rise to a matter to be noted and/or identified on the Survey (a "**Post Examination Title/Survey Matter**"). In the event a Post Examination Title/Survey Matter not approved by Purchaser is discovered by Purchaser, Seller shall promptly take all necessary steps to cause the prompt removal of or otherwise cure such Post Examination Title/Survey Matter after receiving written notice of same from Purchaser, with the failure to do constituting a Seller default entitling Purchaser to exercise any and all remedies available to Purchaser set forth in Section 20(ii) of this Agreement.

7. Zoning and Land Use. During the Inspection Period, Purchaser will determine whether the Property is zoned and otherwise approved for the Intended Use. To the extent the Intended Use is prohibited under the current zoning classification, Seller agrees to cooperate with and reasonably support Purchaser's application to rezone the Property to permit the Intended Use, at no cost or expense to Seller, and to extend the Inspection Period for a period of up to sixty (60) days to accommodate such application. Purchaser acknowledges and agrees that nothing in this Agreement constitutes a commitment, agreement, or obligation of Oconee County Council, the Oconee County Planning Commission, or any other governmental body to grant or approve any rezoning, annexation, permit, variance, plat, or other land-use approval, each of which remains within the sole legislative or regulatory discretion of the applicable body, and Seller shall have no liability whatsoever if any such approval is not granted. Purchaser further acknowledges that Seller makes no representation or warranty as to the zoning, annexation, jurisdictional, or land-use status of the Property, and that Purchaser has had the opportunity to investigate those matters. Purchaser's sole remedy in the event the Property is not zoned or approved for the Intended Use shall be termination of this Agreement and return of the Deposit as provided in Section 10.

8. Utilities; Infrastructure Costs; Road Improvements. (a) To Seller's actual knowledge, without independent investigation, water, sewer, natural gas, and electric infrastructure is available at or near the boundary of the Park. Seller makes no representation or warranty as to the capacity, adequacy, pressure, flow, or sufficiency of any utility service for the Intended Use. Purchaser acknowledges that utility service is furnished by parties other than Seller and that Purchaser is solely responsible for making its own usage arrangements with the applicable providers. (b) Notwithstanding the immediately preceding sentence, consistent with the LOI, and subject in each case to subsections (d) and (e) below, Seller, at Seller's cost and expense, shall be responsible (directly or indirectly) for the following, each of which shall be sized to the reasonable utility requirements for the Intended Use as previously disclosed to Seller in writing: (i) extension of water, sanitary sewer, natural gas, and electric service lines [NTD: SEE LOI] from the nearest existing connection point to the nearest boundary line of the Property; (ii) construction of a gravity sanitary sewer line from the boundary line of the Property to the existing pump station located on the south side of the Park, and the granting of any necessary easements related to same; and (iii) if the existing water line adjacent to the Property is determined by the applicable provider to be inadequate to serve the Intended Use, extension of a water line of adequate size from the opposite side of South Carolina Highway 59, and the granting or procurement of any necessary easements or encroachment permits related to same. The scope of the work described in this subsection shall be as set forth in the specifications and utility map mutually agreed by Seller and Purchaser, which shall be prepared by _____, at _____'s cost and expense during the first forty-five (45) of the Inspection Period; provided, however, that in the event Seller and Purchaser have not mutually approved the specifications and utility map by said 45th day, the Inspection Period shall automatically be extended on a day for day basis until such mutual approval has been achieved, provided that no extension under this sentence shall extend the Inspection Period beyond sixty (60) days after its original expiration. Seller's obligations under this subsection are in each case subject to available capacity from the applicable provider and to receipt of all required third-party approvals, and, except as set forth in item (iii) above, Seller shall not be obligated to pay the cost of any impact fee, facility charge, capacity reservation fee, tap fee, connection fee, or other similar charge. Any capacity, upgrade, relocation, oversizing, betterment, or extension beyond the scope set forth in **Exhibit C**, and any accommodation of requirements in excess of those previously disclosed, shall be at Purchaser's sole cost and expense. (c) Seller shall, prior to Closing, use commercially reasonable efforts to assist Purchaser in pursuing the approvals reasonably required for the Intended Use, including but not limited to the Required Project Entitlements (defined herein). Seller's obligation under this subsection is one of cooperation and assistance only. Seller shall have no obligation to obtain, and makes no representation or warranty as to, any approval, permit, determination, or improvement that is within the jurisdiction, control, or discretion of any third party, including the South Carolina Department of Transportation, any utility provider, any municipality, or any other governmental or quasi-governmental authority, and Seller shall have no liability for the timing, conditions, cost, or outcome of any such third-party action. (d) Except as expressly provided in subsection (b), Seller shall not be obligated to pay the cost of any approval, permit, design, study, dedication, impact fee, or improvement, and all other costs of connecting to, extending, upgrading, relocating, or expanding any utility, road, or drainage facility serving the Property shall be borne solely by Purchaser. Without limiting the foregoing, the turning lane on SC Route 59 into Purchaser's truck access to the Property, and the T-intersection with stop

sign configuration from Whitfield Road to Highway 243, are subject to South Carolina Department of Transportation design, permitting, and approval, and are not a Seller cost; provided, that if the parties proceed with a Shared Driveway under subsection (g), the cost of the Shared Driveway and of any turn lanes off South Carolina Highway 59 serving it, excluding Purchaser's tie-ins and Purchaser's own driveway connections, shall be a Seller cost. (e) Except as expressly provided in subsections (b) and (g), nothing in this Agreement obligates Seller to construct, install, fund, reimburse, guarantee, or maintain any infrastructure or improvement of any kind. Nothing in this Agreement, including subsections (b) and (g), obligates Seller to expend funds in excess of amounts appropriated and approved for Park infrastructure by the Oconee County Council. Seller's obligations under subsections (b) and (g) are payable solely from funds so appropriated, are not secured by and are not entitled to a pledge of the full faith, credit, or taxing power of Seller, and do not constitute an indebtedness of Seller within the meaning of any State constitutional provision or statutory limitation. (f) Purchaser acknowledges that a discretionary grant from the South Carolina Coordinating Council for Economic Development in an amount of up to One Million Five Hundred Thousand and No/100 Dollars ($1,500,000) has been identified in connection with the Project for the cost of road improvements, that the application for such grant must be submitted by Seller, and that the award, amount, conditions, and disbursement of such grant are within the sole discretion of the Coordinating Council. Purchaser shall cooperate with Seller in the preparation and submission of the grant application, shall furnish such financial and Project information as the Coordinating Council may require, and shall execute and deliver such performance agreement as the Coordinating Council may require among the Coordinating Council, Seller, and Purchaser. Purchaser shall be solely responsible for satisfying the investment, job creation, and maintenance requirements set forth in such performance agreement and for repaying any portion of the grant required to be repaid by reason of Purchaser's failure to satisfy them, and Purchaser shall indemnify, defend, and hold Seller harmless from and against any such repayment obligation and any claim by the Coordinating Council arising therefrom. Seller makes no representation or warranty that such grant will be awarded or disbursed, and the failure of such grant to be awarded or disbursed shall not constitute a default by Seller, shall not be a condition to Closing, and shall not entitle Purchaser to any reduction in the Purchase Price or to any payment or reimbursement from Seller. (g) If the South Carolina Department of Transportation issues a written decision denying, or conditioning in a manner that prevents, the truck access configuration shown on the Conceptual Site Plan, and such denial does not result from Purchaser's failure to pursue the applications diligently or to comply with the Department's requirements, and in the event Seller and Purchaser are unable to address the truck access configuration shown on the Conceptual Site Plan either (1) with access easements over Seller's adjacent property, as contemplated in Section 5, or (2) by means of a driveway connecting the Property to South Carolina Highway 59 that is shared by the Property and other property within the Park, with separate turn-offs serving Purchaser's parking and truck traffic and the driveway extended for use by other users within the Park (a "Shared Driveway"), then Seller shall, at Seller's expense, design and construct a road connecting the Property to the existing main entrance of the Park at South Carolina Highway 59 where turn lanes presently exist, which road shall be owned and maintained by Seller and constructed to Seller's standards for roads within the Park. Seller's obligation under this subsection shall arise upon Purchaser's delivery to Seller of a copy of such written denial, shall survive Closing, and shall not be a condition to Closing; the issuance of any such denial shall not entitle Purchaser to terminate this Agreement or to any reduction in the Purchase Price. Purchaser shall grant to Seller such temporary construction easements over the Property as are reasonably necessary to perform such work. If Seller has not substantially completed the road or Shared Driveway required by this subsection within [____] days after the later of Closing and Purchaser's delivery of the written denial, and that failure continues for 30 days after written notice from Purchaser, Purchaser may complete the work and recover from Seller the reasonable, documented cost of doing so, not to exceed the unexpended balance of the amount appropriated for that work and in no event more than the cap set forth in subsection (e). That right is Purchaser's sole and exclusive remedy for Seller's failure to perform this subsection, and Seller shall have no obligation to repurchase the Property or to reimburse Purchaser for the Purchase Price, for Project costs, or for the value of any improvements. Seller shall grant Purchaser, and Purchaser shall grant Seller, such temporary easements as are reasonably necessary for access while the work is performed.

9. <u>Closing</u>. Closing ("**Closing**") will be facilitated by and through the Title Company as a traditional "mail away" closing on a date mutually acceptable to both parties, but in no event no later than thirty (30) days following the expiration of the Entitlement Period, as the same may be extended under Section 10 ("**Outside**

Closing Date"), unless extended by written agreement of Seller and Purchaser. TIME IS OF THE ESSENCE with respect to the Closing Date. If Closing has not occurred on or before the Outside Closing Date, this Agreement shall terminate automatically without further action of either party, and the Deposit and the Extension Deposits, if applicable, shall be returned to Purchaser. The failure of any condition set forth in Section 11 or Section 16 shall not constitute a default by Seller and shall not entitle Purchaser to specific performance or damages. In the event Purchaser would like to expedite the Closing, Purchaser will provide written notice of Purchaser's desired Closing Date to Seller, and Seller shall use its best efforts to accommodate Purchaser's request.

10. Purchaser's Conditions to Closing. Purchaser's obligation to close shall be conditioned upon the waiver or satisfaction of the following conditions (each a "**Purchaser Condition to Close**"):

(a) The Property is zoned for its Intended Use.

(b) Water and sewer infrastructure is sufficient to service the Property for the Intended Use.

(c) The physical and environmental condition of the Property has not changed in any material adverse respect since the Effective Date, other than as a result of any act or omission of Purchaser or its agents, consultants, contractors, employees, or principals.

(d) Purchaser shall have received a commitment for owner's and lender's title insurance policies, to be obtained at Purchaser's expense, without exception other than the Permitted Exceptions., and a proforma owner's policy containing such title endorsements reasonably requested by Purchaser.

(e) Purchaser shall be satisfied, in Purchaser's sole and absolute discretion, that all state and local economic development incentives associated with its planned investment and job creation at the Property, including but not limited to those listed on **Exhibit E**, associated with its planned investment and job creation at the Property, have been fully approved by all necessary governmental bodies.

(f) The Survey shall have been completed and the legal description of the Property mutually approved.

(g) On the Closing Date, title shall be conveyed subject only to the Permitted Exceptions.

(h) Purchaser shall be satisfied, in Purchaser's sole and absolute discretion, as to legal access to the Property from South Carolina Highway 59, including but not limited to, a determination by Purchaser, that the truck access configuration shown on the Conceptual Site Plan is workable. Seller shall have no obligation to obtain any encroachment permit, driveway permit, or other approval of the South Carolina Department of Transportation, and the failure of any such permit or approval to be issued shall not constitute a default by Seller.

(i) Purchaser shall have received all permits necessary for the Intended Use, as determined by Purchaser in Purchaser's sole and absolute discretion.

If any Purchaser Condition to Close is not satisfied prior to the Closing Date, Purchaser shall, by the Closing Date, either waive such conditions and proceed to Closing or terminate this Agreement by written notice to Seller, whereupon the Deposit and the Extension Deposits, if applicable, shall be returned to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to any indemnity obligations and other provisions that expressly survive.

Entitlement Period. The conditions set forth in subsections (b), (c), and (f) above (collectively, the "**Required Project Entitlements**") shall be satisfied or waived by Purchaser in writing on or before the date that is sixty (60) days after expiration or earlier termination of the Inspection Period (the "**Entitlement Period**"). Purchaser may extend the Entitlement Period for two (2) additional periods of thirty (30) days each (each, an "Extension") by written notice to Seller delivered prior to the end of the Entitlement Period or the

first Extension, as applicable, accompanied in each case by an additional deposit, in the form of a letter of credit or cash deposit, of One Hundred Thousand and No/100 Dollars ($100,000.00) (each, an "**Extension Deposit**"). Each Extension Deposit shall be delivered to the Title Company and shall be applied to the Purchase Price at Closing. Seller shall cooperate with and assist Purchaser in pursuing the Required Project Entitlements to the extent reasonably requested by Purchaser, at no cost or expense to Seller. If the Required Project Entitlements are not satisfied or waived in writing on or before expiration of the Entitlement Period as so extended, Purchaser may terminate this Agreement by written notice to Seller, in which event the Deposit and the Extension Deposits, if applicable, shall be returned to Purchaser. If Purchaser's Conditions to Closing are not satisfied prior to the Closing Date to the satisfaction of Purchaser, Purchaser shall, by the Closing Date, either waive such conditions and proceed to Closing or terminate this Agreement by written notice to Seller, whereupon the Deposit shall be returned to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to the indemnity obligations and other provisions that expressly survive.

11. Seller's Conditions to Closing. Seller's obligation to close shall be conditioned upon the waiver or satisfaction of each of the following (each a "**Seller Condition to Close**"):

(a) Oconee County Council shall have adopted, following all required public notice, public hearing, and readings, the ordinance or ordinances authorizing this Agreement and the conveyance of the Property, and any applicable period for challenge to such ordinance shall have expired without a challenge having been filed.

(b) Purchaser shall have executed and delivered the fee in lieu of ad valorem taxes agreement with respect to the Project, and the Property shall have been included within a multi-county industrial or business park by agreement with the partner county.

(c) Purchaser shall have executed and delivered the instrument or instruments evidencing the Construction Covenant, the use and transfer restrictions, and the repurchase right described in Sections 12 and 13.

(d) Subject to any notice and cure rights, Purchaser shall not be in default hereunder, and Purchaser's representations and warranties shall be true and correct in all material respects as of the Closing Date.

(e) No order, injunction, or judgment of any court or governmental authority shall be in effect restraining the conveyance of the Property.

If any Seller Condition to Close is not satisfied prior to the Closing Date, Seller shall, by the Closing Date, either waive such conditions and proceed to Closing or terminate this Agreement by written notice to Purchaser, whereupon the Deposit shall be returned to Purchaser and the parties shall be relieved of any further rights and obligations hereunder except as to any indemnity obligations and other provisions that expressly survive.

12. Construction Covenant; Repurchase Right. As a material inducement to Seller to convey the Property at the Purchase Price, which the parties acknowledge is less than the fair market value of the Property, Purchaser covenants and agrees as follows:

(a) Subject to delays caused by Force Majeure, condemnation, casualty, and the completion of any work for which the Seller is required to perform pursuant to this Agreement, Purchaser shall commence Vertical Construction of the improvements comprising the Intended Use on or before the date that is twenty-four (24) months after the Closing Date, shall complete construction of such improvements on or before the date that is twenty-four (24) months following the commencement of Vertical Construction, and shall thereafter use the Property for the Intended Use (collectively, the "Construction Covenant"). As used herein, "Vertical Construction" means pouring of the foundations for the principal building comprising the Intended Use. Purchaser's satisfaction of the minimum investment and job-creation requirements set forth in the fee in lieu of ad valorem taxes agreement for

the Project ("**Fee Agreement**") on or before the dates specified therein shall be deemed satisfaction of the Construction Covenant.

(b) If Purchaser fails to satisfy the Construction Covenant, Seller shall have the right, exercisable by written notice to Purchaser delivered within [ninety (90)] days after the applicable date but in all events on or before the [tenth (10th)] anniversary of the Closing Date, after which date the right shall automatically terminate and be of no further effect, to repurchase the Property at a price equal to the Purchase Price actually paid by Purchaser, less Seller's documented out-of-pocket costs of the infrastructure described in Sections 8(b) and 8(g), and less the reasonable cost of removing any partially completed improvements and restoring the Property to a buildable condition, but including the fair market value of any fully completed improvements remaining on the Property. Closing of such repurchase shall occur within sixty (60) days after Seller's notice, all costs of such closing shall be borne by Seller, and Purchaser shall convey the Property to Seller by limited warranty deed free and clear of all liens and encumbrances other than the Permitted Exceptions and those created or consented to by Seller. At Seller's election, Purchaser shall either remove any partially completed improvements and restore the Property at Purchaser's expense or convey such improvements to Seller with the Property at no additional cost to Seller.

(c) In lieu of exercising the repurchase right, Seller may elect by written notice within the same period to require Purchaser to pay to Seller an amount equal to the difference between the fair market value of the Property as of the Closing Date, as determined by an MAI-designated appraiser selected by Seller and agreed upon by Purchaser, and the Purchase Price actually paid by Purchaser, such amount representing the value of the below-market conveyance made in consideration of the Construction Covenant. Such amount shall be due within sixty (60) days after Seller's notice and shall bear interest at the rate of [eight percent (8%)] per annum from the date due until paid. [ADD FAIR MARKET VALUE DISPUTE RESOLUTION LANGUAGE. DOES SELLER HAVE PREFERRED LANGUAGE ON THIS?]

(d) Any termination of the Fee Agreement by reason of Purchaser's default, and any event by which the Fee Agreement becomes null and void by reason of the failure of any portion of the Project to be placed in service on or before the Outside Commencement Date established thereunder, shall constitute a failure of the Construction Covenant entitling Seller to exercise its rights under this Section.

(e) The Construction Covenant and the rights of Seller set forth in this Section shall survive the Closing, shall be set forth in the deed or in a separate instrument recorded contemporaneously with the deed, shall run with the land, and shall be binding upon Purchaser and its successors and assigns.

(f) The repurchase right shall be subordinate to the lien of any bona fide mortgage granted to an institutional lender securing financing the proceeds of which are used solely for the acquisition of the Property and the construction of the improvements comprising the Intended Use thereon, and only if such lender agrees in writing to give Seller notice of any default by Purchaser and a reasonable opportunity to cure such default or to purchase the loan; provided, that the repurchase right shall not be extinguished as to any transferee other than such lender or a purchaser at a foreclosure sale conducted by such lender.

(g) The dates set forth in subsection (a) shall be extended on a day-for-day basis, , for delays caused by events beyond Purchaser's reasonable control, and only if Purchaser gives Seller written notice of the event and the anticipated delay within thirty (30) days after the event occurs.

(h) The term "Force Majeure" means, but only to the extent that the event delays or prevents performance by Seller or Purchaser, any of the following: acts of God; all labor disputes; governmental or judicial regulations, legislation, or controls; inability to obtain any necessary permits, approvals, materials or services; fire, hurricane, snowstorm, unusually heavy rain, or other weather calamity or other weather-related casualty; other casualty events; failure by an independent contractor to perform

in accordance with its design or construction contract; and any other cause beyond the reasonable control of Seller or Purchaser.

13. <u>Use Restriction; Restriction on Transfer; Right of First Refusal</u>. As a further material inducement to Seller, Purchaser covenants and agrees as follows:

(a) Until the Construction Covenant has been satisfied, and thereafter until the [tenth (10th)] anniversary of the Closing Date, the Property shall be used only for the Intended Use and for such other uses as are permitted under the applicable zoning classification and the protective covenants of record for the Park. Without Seller's prior written consent, the Property shall not be used for residential, retail, self-storage, solid-waste handling, or speculative-warehouse purposes.

(b) Prior to satisfaction of the Construction Covenant, Purchaser shall not sell, convey, subdivide, lease for a term in excess of [five (5)] years, or otherwise transfer the Property or any portion thereof without Seller's prior written consent, other than (i) a transfer to an entity or affiliate controlled by Purchaser that assumes Purchaser's obligations under Sections 12, 13, and 14 in writing, (ii) a mortgage permitted under Section 12(f), (iii) easements granted to utility providers in the ordinary course of developing the Intended Use, (iv) a transfer to a third party that will construct on the Property the improvements comprising the Intended Use and lease the same to Purchaser, an affiliate of Purchaser, or a third-party logistics provider operating the facility for Purchaser or an affiliate of Purchaser, provided that (A) such transferee assumes Purchaser's obligations under Sections 12, 13, and 14 by written instrument in recordable form delivered to Seller at or before the transfer, (B) a lease satisfying the foregoing has been executed and delivered on or before the transfer and a copy furnished to Seller, and (C) Purchaser shall not be released from its obligations under Sections 12, 13, and 14 unless Seller agrees to such release in writing, and (v) a transfer to a sponsor or sponsor affiliate under the fee in lieu of tax arrangements for the Intended Use. As used in this Agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with Purchaser. The restrictions set forth in this subsection apply to the Property prior to satisfaction of the Construction Covenant and shall not apply to a completed building for which a certificate of occupancy has been issued.

(c) If at any time prior to the [tenth (10th)] anniversary of the Closing Date Purchaser desires to sell the Property or any portion thereof in a transaction other than a transfer permitted under subsection (b), Purchaser shall first offer the Property to Seller on the same terms by written notice, and Seller shall have thirty (30) days after receipt of such notice within which to accept such offer by written notice to Purchaser. If Seller does not accept within such period, Purchaser may complete the proposed sale on terms no more favorable to the purchaser than those offered to Seller.

(d) The covenants set forth in this Section shall survive the Closing, shall be set forth in the deed or in a separate instrument recorded contemporaneously with the deed, shall run with the land, and shall be binding upon Purchaser and its successors and assigns. (e) Additional Purchase Price. Purchaser acknowledges that the Purchase Price reflects a discount from the fair market value of the Property granted in consideration of Purchaser's anticipated investment and job creation at the Property. If, as of the expiration of the investment period established under the Fee Agreement, as the same may be extended thereunder, the Project has not achieved at the Property both a total investment of at least One Hundred Million and No/100 Dollars ($100,000,000) and at least two hundred (200) new full-time jobs (combined employees and contracted positions), then Purchaser shall pay to Seller, as additional purchase price for the Property, the sum of Five Hundred Thousand and No/100 Dollars ($500,000.00), which sum shall be due within thirty (30) days after written demand by Seller and shall bear interest at the rate of [eight percent (8%)] per annum from the date due until paid. The obligation set forth in this subsection shall survive Closing, shall be set forth in the instrument recorded under subsection (d), shall run with the land, shall be binding upon Purchaser and its successors and assigns, and shall be secured by [_____]. This subsection is in addition to, and not in lieu of, any amount payable under Section 12(c) or under the Fee Agreement.

(e) Distribution Center Exclusivity. Subject to adoption by Oconee County Council of an amendment to the recorded protective covenants for the Park, no other distribution center shall be permitted within the Park for a period of seven (7) years following the Closing Date. The foregoing does not apply to warehouse or distribution operations that are components of a manufacturing operation. This restriction shall be effected solely by a recorded amendment to the protective covenants for the Park, and Seller's obligation under this subsection is limited to presenting such amendment to Oconee County Council for adoption and, if adopted, causing it to be recorded. Seller makes no representation or warranty that such amendment will be adopted, and the failure of such amendment to be adopted shall not constitute a default by Seller, shall not be a condition to Closing, and shall not entitle Purchaser to any reduction in the Purchase Price. [SELLER NTD: Confirm the existing protective covenants permit amendment by Seller acting alone. If the consent of other owners in the Park is required, that consent must be in hand before this goes to Council and this subsection will need to be conformed.]

14. Condition of the Property; Disclaimer; Release. Except for the express representations and warranties set forth in Section 15, Purchaser acknowledges and agrees that it is acquiring the Property AS IS, WHERE IS, AND WITH ALL FAULTS, and that Seller has made no representation or warranty, express or implied, statutory or otherwise, as to (i) the physical, geotechnical, soil, drainage, topographic, or environmental condition of the Property; (ii) the presence or absence of wetlands, waters of the United States, protected species, cultural or archaeological resources, cemeteries, mines, landfills, underground storage tanks, or hazardous substances; (iii) the suitability of the Property for the Intended Use or for any other use; (iv) compliance of the Property with any law, ordinance, or regulation; (v) the zoning, annexation, jurisdictional, or land-use status of the Property; or (vi) the availability, capacity, adequacy, or cost of any utility or road service. Purchaser is relying solely upon its own investigations and those of its consultants.

Effective as of Closing, Purchaser, on behalf of itself and its successors, assigns, and affiliates, releases and forever discharges Seller and Seller's Council members, officers, employees, and agents from any and all claims, demands, causes of action, liabilities, costs, and damages, whether known or unknown, arising out of or relating to the condition of the Property, including without limitation any claim for response costs, contribution, cost recovery, or indemnity under the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, or any other federal, state, or local environmental law (collectively, "**Environmental Law**s"), and covenants not to sue Seller or any of the foregoing persons thereunder; provided, however, that in relation to the Environmental Laws, this release is limited to conditions disclosed in Seller's deliverables or reasonably discoverable in Purchaser's investigations, and shall not apply to any release, disposal, or discharge of hazardous substances caused by Seller or its contractors, including during Park grading and infrastructure work. The disclaimer and release set forth in this Section shall survive Closing without limitation as to time and shall be restated in the deed; provided, that the release shall also not extend to any claim arising from Seller's fraud or intentional misrepresentation of a material fact actually known to Seller.

15. Seller's Representations and Warranties. Seller makes the following representations and warranties to Purchaser:

(a) Seller is a body politic and political subdivision of the State of South Carolina, duly organized and existing under the laws of the State.

(b) Subject to the governing-body approvals described in Section 16, Seller has the full right, power, and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement has been or, on the Closing Date, will have been taken.

(c) Seller has not entered into, and will not enter into, any currently effective agreement, written or unwritten, concerning the Property that would survive Closing, other than the LOI, the protective covenants of record for the Park, and the matters disclosed to Purchaser in writing prior to the Effective Date.

(d) To Seller's actual knowledge, without independent investigation, Seller has received no written notice of any pending or threatened litigation, condemnation, or governmental proceeding affecting the Property, other than as disclosed to Purchaser in writing prior to the Effective Date.

(e) To Seller's actual knowledge, without independent investigation, Seller has received no written notice from any governmental authority of any uncured violation of law with respect to the Property.

(f) To Seller's actual knowledge, without independent investigation, there are no outstanding special assessments, impact fee obligations, or utility capacity reservations affecting the Property.

(g) To Seller's actual knowledge, without independent investigation, no portion of the Property is subject to a cemetery, mine, landfill, or prescriptive use claim known to Seller.

The representations and warranties set forth in this Section are made only as of the Effective Date and shall be reaffirmed as of the Closing Date. Seller will not cause or, to the best of its ability, permit any action to be taken which would cause any of the foregoing representations and warranties to be incomplete or untrue in any material respect as of the Closing, and Seller agrees to notify Purchaser promptly in writing of any event or condition occurring prior to Closing which causes a material change in the facts or conditions set forth in any of the foregoing representations and warranties. The representations and warranties set forth in this Section shall survive Closing for a period of twenty-four (24) months, after which they shall be of no further force or effect and no claim may be asserted with respect thereto. Seller's aggregate liability for breach of any representation or warranty shall not exceed the Purchase Price actually received by Seller, and in no event shall Seller be liable for any consequential, incidental, special, punitive, or lost-profit damages. No Council member, officer, employee, or agent of Seller shall have any personal liability under this Agreement.

16. Governmental Approvals; No Debt of Seller. The parties acknowledge that Seller's execution, delivery, and performance of this Agreement is subject to the approval of the Oconee County Council by ordinance, following such public notice, public hearing, and readings as may be required by law, and that no obligation of Seller hereunder shall arise unless and until such approval has been obtained. If such approval has not been obtained on or before March 15, 2027, either party may terminate this Agreement by written notice to the other, whereupon the Deposit and the Extension Deposits, if applicable, shall be returned to Purchaser and neither party shall have any further liability hereunder. Purchaser acknowledges that the granting or withholding of such approval lies within the sole legislative discretion of County Council, and that neither Seller nor any member of County Council shall have any liability if such approval is not granted. No obligation of Seller under this Agreement shall constitute a general obligation, indebtedness, or pecuniary liability of Seller within the meaning of any constitutional or statutory limitation, nor a charge against Seller's general credit or taxing power, and Seller's obligations hereunder are payable solely from the proceeds of the transaction contemplated hereby. [QUESTION FOR SELLER: HOW ARE THE PARTIES ACTUALLY UNDER CONTRACT IF NO OBLIGATION UNDER THE CONTRACT ARISES UNTIL APPROVAL IS OBTAINED?]

17. Seller's Deliveries. At Closing, Seller agrees to execute and deliver to Purchaser the following:

(i) **Deed.** A limited warranty deed conveying good, marketable and fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions, in substantially the form attached as **Exhibit D**.

(ii) **Settlement Statement.** A settlement statement reflecting the Purchase Price, prorations, and closing costs as provided in this Agreement.

(iii) **Authority.** Evidence of Seller's authority to consummate the transaction, including a certified copy of the authorizing ordinance.

(iv) **Affidavits.** An owner's/seller's affidavit and such other affidavits as Purchaser's title insurer may reasonably require, and a South Carolina nonresident withholding affidavit if applicable.

(v) **Restrictive Covenant Instrument.** The instrument evidencing the Construction Covenant, the use and transfer restrictions, the right of first refusal, and the repurchase right described in Sections 12 and 13, if not set forth in the deed.

(vi) **Easements.** The easements benefitting Purchaser and the Property described in this Agreement, in recordable form, together with the easements reserved to Seller thereunder.

(vii) **LOI Termination**. An instrument terminating the LOI described in Section 1.

(viii) **Other Documents.** Such other documents as are customarily required for South Carolina real estate closings, consistent with the terms hereof, or as may be reasonably requested by Purchaser or its title insurer.

18. Purchaser's Deliveries. At Closing, Purchaser agrees to execute and deliver to Seller the following: (i) a settlement statement reflecting the Purchase Price, prorations, and closing costs as provided in this Agreement; (ii) the Purchase Price, as adjusted as set forth herein, by wire transfer of immediately available funds, less the Deposit; (iii) the instrument evidencing the Construction Covenant, the use and transfer restrictions, the right of first refusal, and the repurchase right described in Sections 12 and 13, if separately executed; (iv) the instrument terminating the LOI described in Section 1; (v) any easement agreements associated with this Agreement that are required to be executed by Purchaser; and (vi) such other documents as are customarily required for South Carolina real estate closings, consistent with the terms hereof, or as may be reasonably requested by Seller.

19. Closing Costs, Taxes and Assessments. Seller shall prepare the deed. Purchaser shall pay the following Closing costs:(i) recording costs associated with the deed; (ii) Purchaser's attorneys' fees; (iii) title abstracting and title examination fees; (iv) owner's and lender's title insurance premiums, endorsements, and fees; (v) the cost of the Survey; (vi) one-half of the escrow closing fee charged by the Title Company; and (vii) all other costs associated with this transaction that are traditionally paid by a purchaser. Seller shall pay the following Closing costs: (i) the deed recording fee imposed under Chapter 24, Title 12 of the South Carolina Code with respect to the conveyance, together with the recording costs for the instruments described in Sections 12 and 13; (ii) Seller's attorneys' fees; (iii) the cost of publishing and advertising any notice or public hearing required in connection with the authorizing ordinance; (iv) the cost of the Plat (including recording costs); (v) one-half of the escrow closing fee charged by the Title Company, and (vi) all other costs associated with this transaction that are traditionally paid by a seller As of the Closing Date, ad valorem taxes, if applicable, for the year of Closing shall be prorated on a calendar year basis; provided that no proration shall be required if the Property is exempt from ad valorem taxation. .

20. Default and Remedies.

(i) **Purchaser Default.** In the event of a material breach or default by Purchaser under the terms of this Agreement which has not been cured within ten (10) days after written notice thereof has been delivered to Purchaser, Seller may terminate this Agreement and retain the Deposit and any Extension Deposits as liquidated damages; provided that no notice or cure period shall apply to a default under Section 3 or Section 27. The parties acknowledge that Seller's actual damages in the event of such a default would be difficult or impossible to determine as of the date of this Agreement, that the Deposit and any Extension Deposits represent the parties' reasonable estimate of such damages, and that such amounts are not intended as a penalty. Retention of the Deposit and any Extension Deposits shall be Seller's sole and exclusive monetary remedy for Purchaser's failure to close; provided, that the foregoing shall not limit Seller's remedies with respect to Sections 12, 13, and 14, Purchaser's indemnity obligations under Section 4, or Purchaser's obligations under Section 27, each of which shall survive termination.

(ii) **Seller Default.** In the event of a material breach or default by Seller under the terms of this Agreement which has not been cured within ten (10) days after written notice thereof has been delivered to Seller, Purchaser may elect either to terminate this Agreement, receive a return of the Deposit and the Extension Deposits, if applicable, and recover Purchaser's actual, documented, out-of-pocket third-party due-diligence costs in an amount not to exceed _____Thousand and No/100 Dollars ($_____), or to seek specific performance of Seller's obligation to convey the Property; provided, that the remedy of specific performance shall be available only if Purchaser commences such action within one-hundred eighty (180) days after the date of such default, failing which the remedy of specific performance shall be deemed waived. The foregoing shall constitute Purchaser's sole and exclusive remedies for a default by Seller, and in no event shall Seller be liable for any consequential, incidental, special, punitive, or lost-profit damages or for any amount in excess of the foregoing.

(iii) **Deposit.** Upon any termination of this Agreement, the escrow agent shall disburse the Deposit as provided in this Agreement. If the parties dispute entitlement to the Deposit, the escrow agent may continue to hold the Deposit or interplead the same into the Court of Common Pleas for Oconee County, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other.

21. Destruction or Condemnation. If, prior to Closing, all or any part of the Property is damaged in any material respect by fire, water, or any other casualty, or all or any part of the Property is taken or becomes the subject of a filed condemnation or eminent-domain action, Seller shall provide written notice thereof to Purchaser and Purchaser may elect to terminate this Agreement by written notice to Seller delivered within fifteen (15) days after receipt of Seller's notice, whereupon the Deposit and the Extension Deposits, if applicable, shall be returned to Purchaser and both parties shall be relieved and released from any further liability hereunder. If Purchaser does not so elect, the parties shall proceed to Closing with a proportionate (based on acreage) reduction of the Purchase Price and any insurance or condemnation proceeds shall be assigned to Purchaser at Closing. If this Agreement is terminated under this Section, all such proceeds shall belong to Seller.

22. Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may be assigned by Purchaser, without the consent of Seller, to an entity owned by, controlled by, or under common control with Purchaser, to a third party that will construct on the Property the improvements comprising the Intended Use and lease the same to Purchaser, or as a sponsor or sponsor affiliate under the fee in lieu of tax arrangements for the Intended Use, in each case upon (a) written notice to Seller not less than ten (10) business days prior to Closing, accompanied by the assignee's organizational documentation, and (b) delivery to Seller of the assignee's written assumption of all obligations of Purchaser hereunder, including without limitation those under Sections 12, 13, and 14. No assignment shall release Purchaser from its obligations hereunder without Seller's prior written consent. Any other assignment shall require Seller's prior written consent, which consent shall not be unreasonably withheld.

23. Commissions. Purchaser has engaged Jones Lang LaSalle ("Purchaser's Broker") in connection with this transaction. As provided in the LOI, Purchaser's Broker's fee, equal to four percent (4%) of the Purchase Price, as the same may be adjusted pursuant to the terms and conditions of this Agreement, shall be paid at Closing from the proceeds of sale and allocated to Seller's proceeds, and shall be shown as such on the settlement statement. Other than Purchaser's Broker, neither party has contracted for or is otherwise subject to any claim for brokerage commissions or similar fees in connection with this transaction. Purchaser shall indemnify and hold Seller harmless from and against any claim for a brokerage fee, commission, or finder's fee asserted by any person claiming by, through, or under Purchaser, but excluding the brokerage fee paid to Purchaser's Broker referenced above, and shall be solely responsible for any fee, commission, or other compensation claimed by any broker, consultant, or site-selection advisor engaged by or on behalf of Purchaser. Seller is a body politic and political subdivision of the State of South Carolina and does not indemnify; no indemnity or hold-harmless obligation of Seller is created by this Section.

24. No Grant; Sole Consideration. Except as expressly provided in Section 8(b), the parties acknowledge that the sole consideration flowing from Seller under this Agreement is the conveyance of the Property at the Purchase Price. Nothing in this Agreement constitutes or shall be construed as a commitment by Seller to make any grant, cash incentive, credit, rebate, reimbursement, loan, guaranty, or other financial assistance to or for the benefit of Purchaser, or, except as expressly provided in Section 8(b), to incur any cost for the design, construction, or funding of any infrastructure or improvement. Any incentive available to Purchaser with respect to the Project shall arise solely under the ordinances and agreements separately approved by Oconee County Council and under applicable law.

25. Public Records; Confidentiality. Purchaser acknowledges that Seller is a public body subject to the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code, and that this Agreement and other documents delivered to Seller are or may become public records. Seller shall use best efforts to withhold from disclosure information that Purchaser has clearly and conspicuously designated in writing as a trade secret or as otherwise exempt from disclosure at the time it is delivered to Seller, but Seller shall have no liability to Purchaser for any disclosure made in response to a request under the Freedom of Information Act, pursuant to subpoena or court order, or as otherwise required by law. Nothing in this Agreement shall be construed to require Seller to withhold information from County Council or from Seller's officers, employees, or advisors, or to prevent Seller from making the disclosures reasonably necessary to obtain the approvals described in Section 16.

26. No Waiver of Immunity. Nothing in this Agreement shall be construed as a waiver by Seller of any immunity, defense, limitation of liability, or cap on damages available to Seller under the South Carolina Tort Claims Act, Chapter 78, Title 15 of the South Carolina Code, or under any other applicable law, all of which are expressly reserved. Seller does not agree to arbitration of any dispute arising hereunder.

27. No Recording of Agreement. Neither this Agreement nor any memorandum, affidavit, notice, or other instrument evidencing this Agreement shall be recorded in the records of the Oconee County Register of Deeds or filed in any other public record by Purchaser without Seller's prior written consent. Any such recording or filing in violation of this Section shall constitute a material default by Purchaser, and Purchaser shall promptly cause the instrument to be released of record at Purchaser's sole expense.

28. Survival. The following provisions shall survive Closing or the earlier termination of this Agreement in accordance with their respective terms: Section 4 (with respect to Purchaser's entry, restoration, lien, reporting, and indemnity obligations), Section 5 (with respect to the reserved and granted easements and Seller's covenants concerning access), Sections 12, 13, and 14, Section 19 (with respect to rollback taxes), and Sections 20, 23, 24, 25, 26, and 27. Seller's representations and warranties shall survive only as and to the extent provided in Section 15. Except as expressly provided in this Section or elsewhere in this Agreement, no covenant, representation, or warranty of Seller shall survive Closing.

29. Entire Agreement. It is understood and agreed that this Agreement constitutes the entire agreement of the parties with respect to the purchase and sale of the Property, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement. The LOI is superseded and shall terminate as provided in Section 1. Survival of the provisions hereof is governed by Section 28.

30. Modification. This Agreement may not be modified or amended, nor shall any of its provisions be waived, except by a written instrument signed by Seller and Purchaser. No waiver of any breach shall be deemed a waiver of any other or subsequent breach, and no delay or failure to exercise any right shall operate as a waiver thereof.

31. Possession. Exclusive possession of the Property, free and clear of all tenancies and other occupancies, will be delivered at Closing.

32. Severability. In the event any provision of this Agreement shall be held by a court of competent jurisdiction after final appeal, if any, to be illegal, unenforceable, or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that if such provision embodies a condition of Purchaser's obligation to close, Purchaser may at its option terminate this Agreement.

33. Time Periods; Local Time. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing is to be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be extended automatically to the close of business on the next regular business day. All references to a specific number of days shall refer to calendar days except as otherwise specified. All references to a "business day" shall exclude Saturdays, Sundays, and legal holidays recognized by Oconee County, South Carolina government offices. All references to the time of day shall refer to the time of day in South Carolina.

34. Paragraph Headings. The paragraph headings contained herein are for convenience only and shall not be construed as limiting or altering the terms hereof.

35. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of South Carolina, without regard to conflict-of-laws principles. Venue for any action arising out of this Agreement shall lie exclusively in the Court of Common Pleas for Oconee County, South Carolina.

36. Notices. All notices and other communications required or permitted to be given to the parties hereto shall be in writing. Any such notice shall be effective as of the date upon which such notice shall have been personally delivered (including personal delivery by a nationally recognized overnight courier service), or two (2) business days following the date of postmark of any notice deposited in the United States Mail, registered or certified, postage prepaid, return receipt requested, or upon receipt by e-mail between the hours of 8:00 a.m. and 5:00 p.m. if acknowledged by e-mail, or if confirmed by overnight courier service for next-day delivery, addressed as follows or to such other addresses as the parties entitled thereto shall specify from time to time by notice given in accordance with this Section:

IF TO SELLER:

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

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

Kozlarek Root Law LLC
Attn: Michael E. Kozlarek
Post Office Box 565
Greenville, South Carolina 29602-0565

IF TO PURCHASER:

[_____]
Attn: [Deputy General Counsel – Real Estate]
[Street Address]
[City, State ZIP]

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

Graybill, Lansche & Vinzani, LLC
2721 Devine Street

Columbia, South Carolina 29205
Attn: Wesley M. Graybill

37. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Signatures delivered electronically or by other reliable means shall be effective as original signatures.

38. Effective Date. The "Effective Date" of this Agreement shall be the date on which the last of Seller and Purchaser executes this Agreement, as indicated beneath their respective signatures below.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER:

[PROJECT GROW]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

DEPICTION OF THE PARENT TRACT

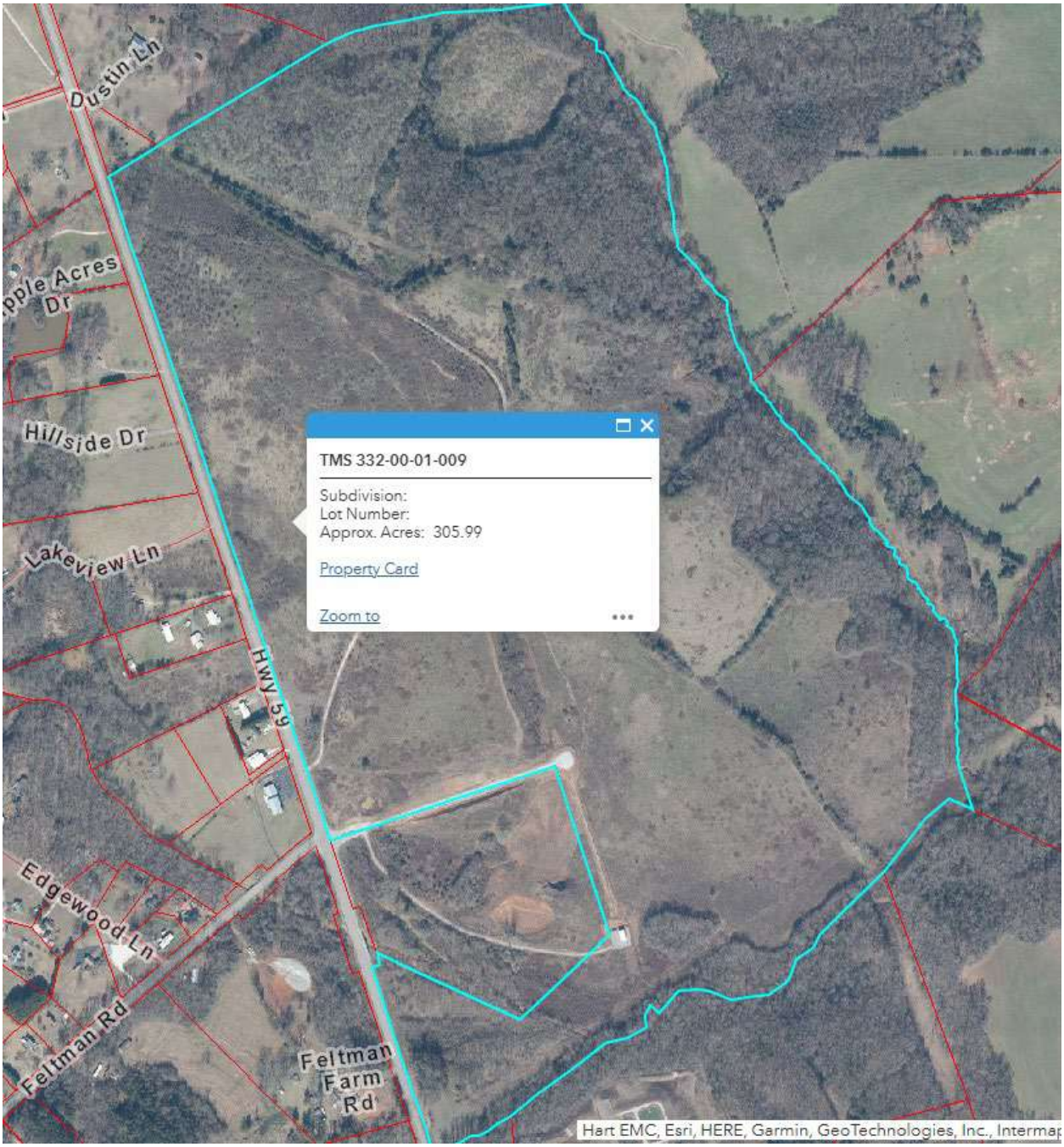


EXHIBIT B

DEPICTION OF THE PROPERTY

[TO BE INSERTED-PERHAPS THIS IS THE BOUNDARY SHOWN ON THE CONCEPTUAL SITE PLAN?]

EXHIBIT C

UTILITY SPECIFICATIONS AND MAP

[TO BE ADDED DURING INSPECTION PERIOD]

EXHIBIT D

FORM OF DEED
[SEE ATTACHED]

Return to:
Kozlarek Root Law LLC
Post Office Box 565
Greenville, South Carolina 29602
Attn: Michael E. Kozlarek, Esq.

GRANTEE'S ADDRESS:
[]
[]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the undersigned, OCONEE COUNTY, SOUTH CAROLINA ("Grantor") in consideration of the sum of No/100 Dollars ($[]) and no other monetary consideration to Grantor, the receipt and adequacy of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto [] ("Grantee"), its successors and assigns forever, all right, title and interest in and to the following described property, to wit:

[ADD LEGAL DESCRIPTION AND DERIVATION]

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

To Have and to Hold all and singular the said premises unto the said Grantee, its successors and assigns forever.

Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, their successors and assigns, against itself and its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by or through Grantor but not against anyone claiming other than by or through Grantor.

[Signature Page Attached]

IN WITNESS WHEREOF, the execution of this Limited Warranty Deed as of _____ _____, 2026.

WITNESSES:

*(1)*_____

*(2)*_____

GRANTOR:
OCONEE COUNTY, SOUTH CAROLINA

By:_____ (Seal)
County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that [], as the [], personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal as of _____ _____, 2026.

_____(Seal)

Notary Public of the State of South Carolina

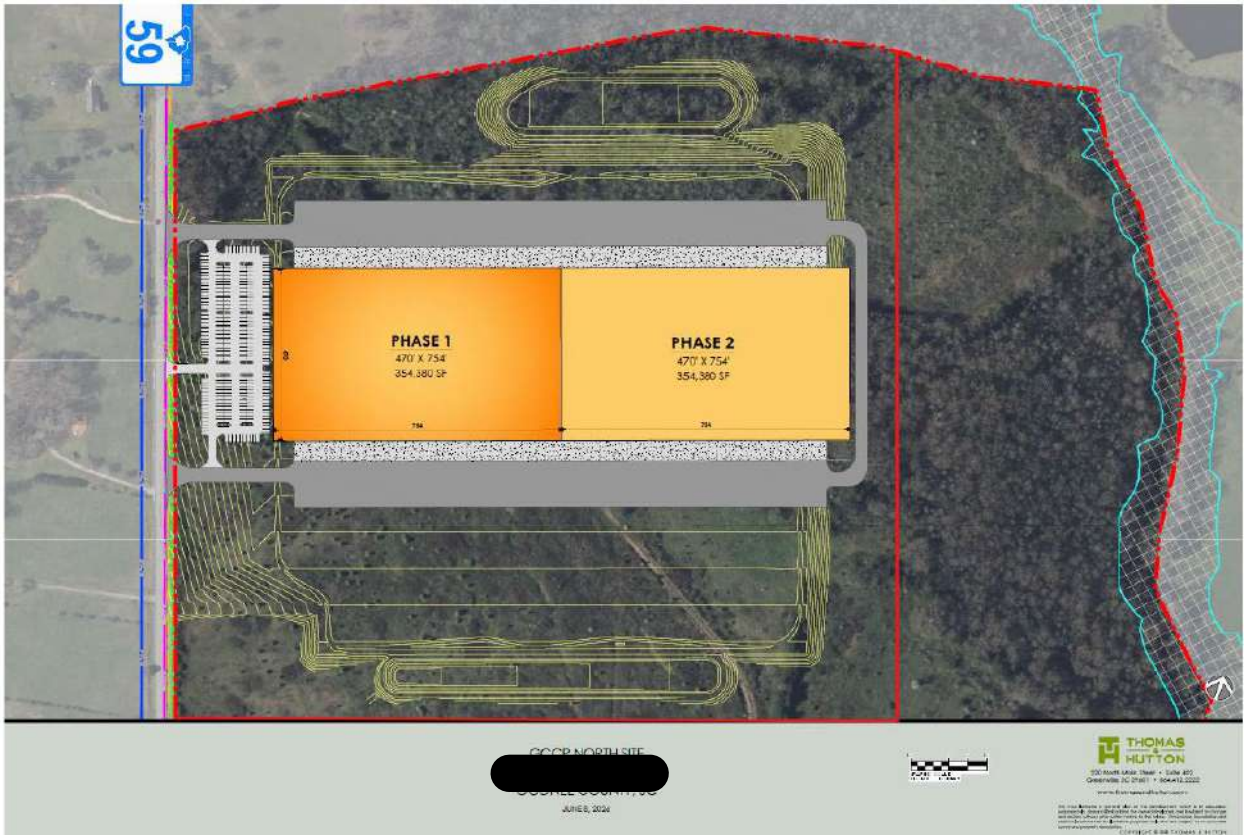
My Commission Expires:_____

EXHIBIT E

LIST OF INCENTIVES

EXHIBIT F

CONCEPTUAL SITE PLAN



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

Between

OCONEE COUNTY, SOUTH CAROLINA

and

PROJECT GROW

Dated as of [], 202[]

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

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

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Fee Agreement") is made and entered into as of [], 202_, by and between OCONEE COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Oconee County Council ("County Council") as the governing body of the County, and a company identified for the time being as Project Grow ("Company").

RECITALS

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

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on the information provided to the County by the Company, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

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

4. The County and the Company have determined that (a) the Company is a sponsor within the meaning of the Act and (b) the Project will qualify as a Distribution Facility within the meaning of Section 12-6-3360 of the Code.

5. County Council approved an Ordinance enacted on _____ ____, 2026 authorizing the County to enter into this Fee Agreement with the Company.

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

ARTICLE I

DEFINITIONS

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

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

"Act Minimum Investment Requirement" shall mean an investment of at least $2,500,000 by the Company, or of at least $5,000,000 by the Company and any Sponsor Affiliate(s), of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

"Clawback Minimum Requirements" shall mean (a) a combined investment of at least $150,000,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial

Development Park) by the Company and any Sponsor Affiliate(s) and (b) the creation of at least 125 new, full-time jobs in the County in connection with the Project.

"SSRC 2 Minimum Requirements" shall mean (a) a combined investment of at least $150,000,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsor Affiliate(s) and (b) the creation of at least 200 new, full-time jobs in the County in connection with the Project.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service; which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement. The parties acknowledge the effect of South Carolina Revenue Ruling #26-4 (August 11, 2026) on the Commencement Date and the Investment Period.

"Company" shall mean a company identified for the time being as Project Grow and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

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

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project placed in service not later than the end of the Investment Period that (i) satisfies the conditions of classification as economic development property under the Act and (ii) are identified by the Sponsor or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" shall mean all of the machinery, equipment, furniture, office equipment and other personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof.

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

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

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

"Fee Agreement" shall mean this Fee Agreement.

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

"Improvements" shall mean all improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements,

and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof.

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

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

"Infrastructure Credit" shall mean, collectively, SSRC 1 and SSRC 2, each being an annual special source revenue credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

"Investment Commitment" shall mean, with respect to the Project, investment by the Company and any sponsor affiliates of at least $150,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending eight years after the Commencement Date, consisting of the five-year period Section 12-44-30(13) of the Act provides and the three-year extension the County has approved by the Ordinance; provided, that the Act Minimum Investment Requirement must be satisfied within five years after the Commencement Date, no extension of that period being permitted by the Act; and provided further, that any further extension of the Investment Period under Section 12-44-30(13) of the Act shall require the prior approval of the County by resolution of County Council, the Company having no right to extend the Investment Period unilaterally or by application to the Department.

"Jobs Achievement Percentage" shall equal the quotient of the maximum number of jobs created in the Investment Period divided by 200, provided that the Jobs Achievement Percentage shall not exceed 100%.

"Jobs Commitment" shall mean the creation of at least 125 new, full-time jobs at the Project.

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

"MCIP Act" shall mean Article VIII, Section 13(D) of the Constitution of the State, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, and Section 4-29-68 of the Code.

""Phases" in respect of the Project shall mean the Economic Development Property is placed in service during more than one year in the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

"Project" shall mean the Land and all of the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful in connection with investment in the County, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period and any Replacement Property. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

"Real Property" shall mean all real property that the Company and any Sponsor Affiliate(s) uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the Land, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company or any Sponsor Affiliate shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company or any Sponsor Affiliate, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or

Phases of the Project or portions thereof which the Company or any Sponsor Affiliate, in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

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

"Sponsor" shall mean the Company and its affiliate(s) that participate in the investment in, financing of, or job creation at the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

"Sponsor Affiliate(s)" shall mean an entity that participates in the investment in, financing of, or job creation at the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. Any Sponsor Affiliate joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Company and the Sponsor Affiliate, and consented to by the County, which consent will not be unreasonably withheld, as reflected by its execution of the Joinder Agreement. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate(s) designated pursuant to this Fee Agreement within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate(s) has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the Act.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code.

"Termination Date" shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 39th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service, the parties acknowledging that the Termination Date so determined consists of the twenty-ninth year the Act provides and the ten-year extension the County Council has approved pursuant to Section 12-44-30(21) of the Act upon its finding of substantial public benefit, as recited in the Ordinance; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 214.9 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2026, as provided under Section 12-44-50(A)(1)(d) of the Act.

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

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

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

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

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

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

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

(e) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Company to undertake the Project in the County.

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

(g) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes, is based on a 52/53 week fiscal year ending [the first Sunday nearest December 31].

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

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

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

Section 3.3 Modification of Project. As long as no event of default exists hereunder, the Company and any Sponsor Affiliate(s) shall have the right at any time and from time to time during the Investment Period to, at its own expense, add to the Project any real and personal property as the Company in its discretion deems useful or desirable.

Section 3.4 Filings and Reports.

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

(b) The Company shall deliver to the County a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following written request by the County.

(c) Notwithstanding any other provisions of this Section 3.3, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform to all written requests made by the Company with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall notify the Company of the request and, subject to the time constraints imposed by such law,

give the Company the opportunity to designate those portions of the Project, which the Company believes to be confidential or proprietary. To the extent permitted by law, the County shall not release information which has been designated as confidential or proprietary by the Company

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

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

Step 1: Determine the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Act with respect to each property tax year) of the Economic Development Property (or Phase of the Economic Development Property) included within the Project. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2026, which is 214.9 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

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

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

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such

payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall *(i)* take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and *(ii)* be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a forty-year Infrastructure Credit, consisting of two special source revenue credits applied against each FILOT Payment in the following order. First, the Company shall receive a credit ("SSRC 1") equal to 33.7% of each FILOT Payment, for each of FILOT Payments one through forty, which the parties intend will produce a net payment substantially equivalent to a fee calculated using a four percent assessment ratio. Second, the Company shall receive a credit ("SSRC 2") applied to the amount of the FILOT Payment remaining after application of SSRC 1, in an amount equal to 80% of that remaining amount for each of FILOT Payments one through ten, 65% of that remaining amount for each of FILOT Payments eleven through twenty, and 50% of that remaining amount for each of FILOT Payments twenty-one through forty. Each Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

(d) Notwithstanding the foregoing: (i) the Infrastructure Credit shall be calculated and applied after payment of the amount due any non-host county under the MCIP Agreement; (ii) the aggregate amount of all Infrastructure Credits claimed by the Company shall not at any time exceed the amount actually expended by the Company with respect to the Infrastructure; (iii) no Infrastructure Credit shall be claimed with respect to any property tax year beginning before the first property tax year in which Economic Development Property is placed in service at the Project; (iv) to the extent any Infrastructure Credit is taken against FILOT Payments on personal property, and that personal property is removed from the Project during the Fee Term and is not replaced with qualifying Replacement Property, the amount of the FILOT Payment due on that personal property for the year in which it was removed shall also be due for each of the two years immediately following the removal, as Section 4-29-68 of the Code provides; and (v) the Infrastructure Credits are payable solely from FILOT Payments, are not secured by and are not entitled to a pledge of the full faith, credit, or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, and are not a pecuniary liability of the County or a charge against its general credit or taxing power.

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

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Failure to Achieve Clawback Minimum Requirements.

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

(b) The Infrastructure Credits are subject to reduction and recapture as follows. (A) If the Company fails to achieve the Clawback Minimum Requirements by the end of the Investment Period, including any extensions thereof, then (i) SSRC 1 shall be discontinued for all subsequent property tax years; (ii) the Company shall repay to the County the aggregate amount of SSRC 1 received for all prior property tax years; and (iii) the Termination Date shall be determined using the 29th year in place of the 39th year, so that the Company makes at most 30 annual FILOT payments with respect to each Phase. (B) If the Company fails to achieve the SSRC 2 Minimum Requirements by the end of the Investment Period, including any extensions thereof, SSRC 2 shall be reduced retroactively and prospectively, as follows:

Reduction Factor = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (0.80 x Investment Achievement Percentage) + (0.20 x Jobs Achievement Percentage), provided that neither the Investment Achievement Percentage nor the Jobs Achievement Percentage shall exceed 100%

Investment Achievement Percentage = Maximum Capital Investment Achieved Within the Investment Period / $150,000,000

Jobs Achievement Percentage = Maximum Jobs Created Within the Investment Period / 200

Repayment Amount = SSRC 2 Credits Received x Reduction Factor

The Company shall pay any amount due under subsection (A) and the Repayment Amount due under subsection (B) within 60 days after the deadline for filing property tax returns for the last year of the Investment Period. Any future SSRC 2 credits shall be reduced by the Reduction Factor, provided that either the Company or the County may request a redetermination of the Reduction Factor for any future SSRC 2 credits in any property tax year based on the capital investment and jobs achieved as of the last day of the Company's applicable fiscal year, subject to the statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, and/or as otherwise allowed under the FILOT Act.

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

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic

Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

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

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

Section 4.7 Damage or Destruction of Economic Development Property.

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

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

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

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: *(i)* to terminate this Fee Agreement; *(ii)* subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or *(iii)* to treat the portions of the Economic Development Property so taken as Removed Components.

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

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

Section 4.10 Assignment. The County agrees that the Company and any Sponsor Affiliates may at any time (i) transfer all or any of their rights and interests under this Fee Agreement or with respect to any portion of the Project, or (ii) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to the Project, including without limitation any sale, leaseback, synthetic lease, nordic lease, defeased tax benefit or transfer lease or other financing lease arrangement; provided that if Section 12-44-120 of the Act or any successor provision requires County consent to an assignment, the Sponsor may assign this Fee Agreement in whole or in part only with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a

transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

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

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

Section 4.12 Administration Expenses. The Company agrees to pay the Administration Expenses; provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, "Administration Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, actually incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement; and (iii) any documents requested by the Company for a modification or assignment of this Fee Agreement. Reimbursement for the County's attorneys' fees shall be according to the typical fee arrangement with the County, not to exceed $7,500 [open for discussion as County's attorney provided initial draft of Fee Agreement]..

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

Section 4.14 Indemnification Covenants.

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

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 4.14, the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and

testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 4.14, the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.14: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Fee Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.14 unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.14 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

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

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 90 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 90-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

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

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

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

Section 5.2 Remedies on Default.

(a) In an Event of Default described in Section 5.1(a), the item or installment so in default shall continue as an obligation of the Company or the Sponsor Affiliate(s) until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company and any Sponsor Affiliate(s) agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes, all as provided in Section 12-44-90 of the Code.

(b) In an Event of Default described in Section 5.1(b) or 5.1(c) by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor Affiliate; or

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

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

(i) bring an action for mandamus or specific enforcement;

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder; provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

Section 5.3 Additional Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 5.4 Termination on Cessation of Operations. The County's obligation to provide the incentives under this Fee Agreement may end, and the County may terminate this Fee Agreement at the County's sole discretion, if the Company ceases operations at the Project; provided, that the Infrastructure Credits provided under this Fee Agreement shall terminate automatically if the Company ceases operations. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve months. If this Fee Agreement is terminated under this Section before the end of the Investment Period, the provisions of Section 4.2 relating to retroactive payments apply. In no circumstance shall the County be required to refund or pay any amount to the Company or any Sponsor on a termination under this Section.

Section 5.5 Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.6 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or

observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

[Company Name]
Attn: [Deputy General Counsel – Real Estate]
[Street Address]
[City, State ZIP]

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

[Counsel to the Company]
Attn: [Counsel to the Company]
225 Seven Farms Drive, Suite 207
Charleston, South Carolina 29492

IF TO THE COUNTY:

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

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

Kozlarek Law LLC
Attn: Michael E Kozlarek
Post Office Box 565
Greenville, South Carolina 29602-0565

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

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

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

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

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

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

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

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

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

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

Section 6.15 State Law Considerations. The authorization, execution, and delivery of this Fee Agreement, and any obligations of the County under this Fee Agreement, are subject to any law that may relate to the FILOT Payments or Infrastructure Credit, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

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

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

OCONEE COUNTY,
SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

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

[COMPANY LEGAL NAME]

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

[]

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective [], 202[] (*"Fee Agreement"*), between Oconee County, South Carolina ("County"), and [COMPANY LEGAL NAME] (collectively, with any Sponsor Affiliate, "*Sponsor*").

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

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

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

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

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

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

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

5. Request of Sponsor. The original Sponsor hereby requests and consents to the addition of [] as a "[sponsor] [affiliate]" to the Fee Agreement.

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

7. Notice. Notices under Section 6.1 of the Fee Agreement shall be sent to the [Sponsor] [Affiliate] at:

[_____]

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

Date: _____

[COMPANY LEGAL NAME]

By:_____

Its:_____

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

[NAME OF ADDITIONAL SPONSOR/SPONSOR AFFILIATE]

By:_____

Its:_____

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

OCONEE COUNTY, SOUTH CAROLINA

By:_____
[Name], Chairman
Oconee County Council

[SEAL]

EXHIBIT C
FORM OF ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

Reference is hereby made to the Fee Agreement, effective [], 202[] (*"Fee Agreement"*), between Oconee County, South Carolina ("County"), and [COMPANY LEGAL NAME] (collectively, with any Sponsor Affiliate, "*Sponsor*"). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.1 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim an Infrastructure Credit ("Credit") against each FILOT Payment, on or before the date after which ad valorem taxes become delinquent in which a FILOT Payment is due with respect to the Project, as follows: The Credit commences with the first property tax year in which Economic Development Property is placed in service at the Project, and no Credit may be claimed with respect to any property tax year beginning before that year. The Credit consists of SSRC 1, equal to 33.7% of each of FILOT Payments one through forty, applied first; and SSRC 2, applied to the amount remaining after SSRC 1, equal to 80% of that remaining amount for each of FILOT Payments one through ten, 65% for each of FILOT Payments eleven through twenty, and 50% for each of FILOT Payments twenty-one through forty.

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

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

FILOT Payment x 80% (FILOT Payments 1-10) / 65% (FILOT Payments 11-20) / 50% (FILOT Payments 21-40) = $_____

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

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

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

[COMPANY LEGAL NAME]

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-36

AN ORDINANCE AMENDING SECTION 12-32, "PROHIBITED NOISE GENERALLY," AND SECTION 12-39, "MEASUREMENT OF NOISE LEVEL; ESTABLISHMENT OF A PRIMA FACIE VIOLATION," OF CHAPTER 12, "ENVIRONMENT," ARTICLE II, "NOISE," OF THE OCONEE COUNTY CODE OF ORDINANCES; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County Council has adopted provisions regulating noise within Oconee County, South Carolina, codified in Chapter 12, "Environment," Article II, "Noise," of the Oconee County Code of Ordinances; and

WHEREAS, County Council desires to amend Section 12-32, "Prohibited noise generally," and Section 12-39, "Measurement of noise level; establishment of a prima facie violation," to revise the standards applicable to prohibited noise and provide additional guidance concerning the measurement of noise levels for purposes of enforcing the County's noise regulations; and

WHEREAS, County Council intends that all provisions of Chapter 12, Article II, not expressly amended by this Ordinance remain in full force and effect.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION 1. Amendment to Section 12-32.

Section 12-32, "Prohibited noise generally," of Chapter 12, "Environment," Article II, "Noise," of the Oconee County Code of Ordinances is hereby amended to read as follows:

Sec. 12-32. Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially and unreasonably interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

SECTION 2. Amendment to Section 12-39.

Section 12-39, "Measurement of noise level; establishment of a prima facie violation," of Chapter 12, "Environment," Article II, "Noise," of the Oconee County Code of Ordinances is hereby amended as follows:

(a) Subsection (a) is amended to read as follows:

A prima facie violation of section 12-32 shall be established whenever a measurement of the offending noise shall be taken in accordance with this article and shown to produce a level of noise in excess of 60 decibels ("dB(A)") between the hours of 7:00 a.m. and 9:59 p.m. or in excess

of 55 ("dB(A)") between the hours of 10:00 p.m. and 6:59 a.m. Any sound exceeding such levels is hereby declared a nuisance and is prohibited.

(b) Subsections (b) and (c) shall remain unchanged.

(c) The existing subsection (d) concerning measurement location is deleted and replaced with the following:

Measurements shall be taken outside of the property line of the property from which the noise is emanating. The microphone used to measure the intensity of a noise may be placed at any point on the exterior property line of the complaining party and shall be at least 5 feet from any wall and not less than 3 feet above the ground. If it is not possible to measure 5 feet from a wall, a 5 dB variance will be allowed. In the case of multifamily dwellings, condominiums or other closely confined living areas, the exterior property line shall be considered the walls separating individual family units and the microphone shall be placed at least 5 feet from any wall and not less than 3 feet above the floor. In the case of vehicles or persons in common areas, public areas, roads, streets, or highways, the exterior property line shall be considered the wall of any nearby dwelling unit or school and the microphone shall be placed at least 5 feet, but no more than 10 feet from the exterior side of the wall and not less than 3 feet above the ground. Notwithstanding the above, it shall further be unlawful for any person to play, use, operate or permit to be played, used or operated, any radio, cassette or CD player or any other sound producing device if the sound producing device is in any motor vehicle or motorcycle and the sound generated is audible at a distance of 50 feet from the device producing the sound.

(d) A new subsection (e) concerning low bass vibratory sounds is added containing the following:

The playing of any radio, phonograph, musical instrument, including other mechanical, electric, or electronic devices, which emit low bass vibratory sounds, in such a manner as to cause material distress, discomfort or injury to persons of ordinary sensibilities in any vehicle, dwelling, hotel, or other type of residence is hereby declared to be a nuisance and is prohibited.

SECTION 3. Existing Provisions Unchanged.

Except as expressly amended by this Ordinance, all other provisions of Chapter 12, "Environment," Article II, "Noise," of the Oconee County Code of Ordinances shall remain unchanged and in full force and effect.

SECTION 4. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Effective Date.

This Ordinance shall become effective upon approval by Oconee County Council and execution as required by law.

RESOLVED this _____ day of _____, 2026, in meeting duly assembled.

ATTEST:

Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	November 17, 2026
Second Reading:	December 01, 2026
Third Reading:	December 08, 2026
Public Hearing:	December 08, 2026

ARTICLE II. NOISE[1]

Sec. 12-31. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as otherwise provided, all words in this article shall be given their ordinary and customary meaning.

Ambient noise means the generally prevailing sound or combination of sounds at the location where a listener receives the sound of the noise about which a complaint is being made. It is the sound or combination of sounds which a person of ordinary sensibilities would reasonably expect to encounter at the location in the ordinary and customary use of the premises.

County means Oconee County, South Carolina.

County administrator means the county administrator for Oconee County, South Carolina.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-32. Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially and unreasonably interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-33. Standard of reasonableness and use of technology.

It is the intent of the county in regulating noise to take into account the latest scientific advances in noise measurement and control while at the same time preserving common sense and common law determinations of what constitutes a disturbance or public nuisance. Therefore, technological sound level measurements, while desirable, shall not be required to demonstrate a violation of this article or any other ordinance or statute which establishes the creation of disturbance or public nuisance. Additionally, decibel level measurements less than those specified in this article may nonetheless establish a violation of this article when due regard is made for the time, place, and circumstances of the noise. In order for measurement requirements to be omitted, however,

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[1]Editor's note(s)—Ord. No. 2016-20, § 1(Att. A), adopted May 16, 2017, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 12-31—12-36, pertained to similar subject matter, and derived from Ord. No. 1998-02, §§ 1—6, adopted Apr. 28, 1998; Ord. No. 2009-28, §§ 1—4, adopted Feb. 3, 2010; and Ord. No. 2015-09, § 1(Att. A), adopted Mar. 17, 2015.

State law reference(s)—Authority to abate nuisances created by the operation of business establishments in an excessively noisy manner, S.C. Code 1976, § 4-9-30(16.2).

there must be three or more independent and individual complaints registered or one or more independent and individual complaint when combined with the complaint of the law enforcement officer.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-34. Specific noises prohibited.

(a) *Operation of certain instruments, devices and equipment.* Nuisance noises shall include, but not be limited to, the use or operation of the following instruments, devices, or pieces of equipment when operated in the manner prohibited by section 12-32:

(1) Musical instruments.

(2) Radios, receivers, stereos, televisions, disc players, tape players, and comparable mechanical and electronic devices which produce sound.

(3) Loudspeakers, amplifiers, or other devices which enhance or influence the level of sound in any way.

(4) Mechanical devices operating by compressed air, such as pneumatic drills and jackhammers.

(5) Horns, sirens, and signal devices using loud, brash, or harassing noises, whether on vehicles or otherwise.

(6) Motorized vehicles in operation, regardless of location, without mufflers or with ineffective mufflers or when there is rapid throttle advancing ("revving").

(7) The human voice when used to yell, shout, scream or the like.

(8) When operated between the hours of 10:00 p.m. and 6:59 a.m., construction machinery, heavy duty equipment, used in street repair and maintenance, domestic and commercial power tools, and the like, unless a permit is obtained.

(9) Fireworks which are detonated within the exterior property line and in close proximity to a dwelling or occupied structure without consent of the person in control of the premises; detonation of carbide cannons, black powder or smokeless powder devices, or any explosive device or compound which when detonated causes a report which exceeds that caused by lawfully acquired fireworks and which disturbs the public peace. This subsection shall not apply to lawfully acquired fireworks which are detonated on the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

(b) *Continuous or repeated noises.* Regardless of the level of sound, the following, by way of example and not limitation, shall be deemed a nuisance and shall be prohibited under section 12-32:

(1) To keep any animal, including a bird, causing a frequent or long continued noise, such as barking, howling, or screeching, disturbing the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(2) To install or operate a burglar alarm system which uses an audible warning or bell without a functioning device that will shut off the warning or bell within 20 minutes after application of the system when the alarm cannot be readily or conveniently silenced manually by persons who are disturbed by its activation. Each activation of such an alarm that continues beyond 20 minutes shall be deemed a separate offense.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-35. Exemptions.

The following noises shall be exempt from the prohibitions of section 12-32:

(1) This article does not apply to noise emanating from industrial, warehouse, distribution, and manufacturing activities and facilities and operations related thereto, governmental activities, emergency signal devices, firearms discharges as a result of lawful game hunting or lawfully operating shooting ranges, agricultural activities (including livestock), parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

(2) Other code provisions notwithstanding, the sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 9:59 p.m. Such devices shall nevertheless be subject to the administrative stop order provisions of section 12-38.

(3) The sound produced by horns, sirens, and alarms used with authorized emergency vehicles or otherwise used as safety devices to alert persons to danger or attempted crime; however, this exemption shall not apply to improperly operating burglar alarms as identified in section 12-34.2.b.

(4) The sound produced by emergency repair measures necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger following an emergency, accident, or natural disaster.

(5) The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour, or quarter hour components, or to commemorate a wedding, funeral, or similar event, including regular religious services, provided the sounds do not exceed five continuous minutes in duration in any one hour period.

(6) The sound produced by the following, provided there is compliance with all federal laws applicable to the noise:

   a. Aircraft in flight or in operation at an airport;

   b. Railroad equipment in operation on railroad rights-of-way; or

   c. Motor vehicles, otherwise in lawful operation, on all public streets and highways.

(7) The sound of water splashing produced by any waterfall, stream, decorative water fountain, or irrigation device when established or operated in an ordinary and customary manner.

(8) Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 9:59 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

(9) The unamplified sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities.

(10) Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-36. Enforcement factors.

In the enforcement of this article, an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would substantially interfere with persons occupying nearby public or private property. When making such determinations, the enforcement officer may consider the following and other relevant factors:

(1) The volume of the noise.

(2) The intensity of the noise.

(3) Whether the nature of the noise is usual or unusual.

(4) Whether the origin of the noise is natural or unnatural.

(5) The type and intensity of ambient noise, if any.

(6) The nature and zoning of the area in which the noise is heard.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-37. Special permits.

(a) Entertainment or recreational events. Whenever the county administrator or his designee issues, on a temporary basis, special permits for events of an entertainment or recreational nature, then those events shall be exempt from the prohibitions of this article, provided noise is otherwise regulated in the supervision of the activity and provided that the permit shall be subject to revocation at the discretion of the county administrator or his designee on the basis of violation of permit conditions or excessive or inappropriate noise. Whenever such revocation occurs, the activities of the event shall then become subject to the prohibitions of this article.

(b) Construction or maintenance operations. The county administrator or his designee may issue a permit exempting specific construction, solid waste pickup arrangements, and maintenance of public streets and rights-of-way from the prohibitions of this article otherwise applicable to nighttime (10:00 p.m. to 6:59 a.m.) activity, provided the person seeking such permit can make a showing that no reasonable alternatives exist to creating the noise at night and the activity involved is compatible with the public interest.

(c) Specific and limited permits may be issued and allowed, upon request for the purposes of public enjoyment, celebrations, concerts, performances, and holidays and to promote interest and tourism in the county. Noise ordinance standards for such events shall be allowed, measured, and enforced at the furthermost boundary line of the event grounds and shall be regulated to a maximum of 85 decibels A weighted, averaged per minute.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-38. Administrative stop orders.

The county administrator or his designee may issue administrative stop orders to prohibit temporarily or to reschedule activities otherwise exempt under this article, when the continuation of the activity imposes a great hardship or substantial and aggravating inconvenience upon persons reasonably occupying or utilizing nearby premises, provided such administrative stop order is not used to prohibit completely an otherwise lawful activity and the county administrator or his designee gives due consideration to balancing the hardships involved.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-39. Measurement of noise level; establishment of prima facie violation.

(a) A prima facie violation of section 12-32 shall be established whenever a measurement of the offending noise shall be taken in accordance with this article and shown to produce a level of noise in excess of 60 decibels ("dB(A)") between the hours of 7:00 a.m. and 9:59 p.m. or in excess of 55 ("dB(A)") between the hours of 10:00 p.m. and 6:59 a.m. Any sound exceeding such levels is hereby declared a nuisance and is prohibited.

(b) The inference established by subsection 12-39(a) shall be subject to rebuttal based on the time, place, and circumstances of the occurrence.

(c) Noise levels identified shall be measured in decibels and A-weighted, with the unit of measurement being designated as dB(A). For the purpose of determining dB(A)s, the noise shall be measured on the A-weighting scale and the slow meter response on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute (ANSI).

(d) ~~Measurements shall be taken so as to provide a reasonable representation of the sound being measured with due regard to the location where the noise is heard by any person making a complaint. If no complaint has been made, enforcement officers shall measure the noise from a point approximately 100 feet from the point from which the noise is emanating. Precise positioning of the meter, however, is not required.~~

(d) Measurements shall be taken outside of the property line of the property from which the noise is emanating. Measurements shall be at least 5 feet from any wall and not less than 3 feet above the ground. If it is not possible to measure 5 feet from a wall, a 5 dB variance will be allowed. In the case of multifamily dwellings, condominiums or other closely confined living areas, the exterior property line shall be considered the walls separating individual family units and the microphone shall be placed at least 5 feet from any wall and not less than 3 feet above the floor. In the case of vehicles or persons in common areas, public areas, roads, streets, or highways, the exterior property line shall be considered the wall of any nearby dwelling unit or school and the microphone shall be placed at least 5 feet, but no more than 10 feet from the exterior side of the wall and not less than 3 feet above the ground. Notwithstanding the above, it shall further be unlawful for any person to play, use, operate or permit to be played, used or operated, any radio, cassette or CD player or any other sound producing device if the sound producing device is in any motor vehicle or motorcycle and the sound generated is audible at a distance of 50 feet from the device producing the sound.

(e) Prohibition. The playing of any radio, phonograph, musical instrument, including other mechanical, electric, or electronic devices, which emit low bass vibratory sounds, in such a manner as to cause material distress, discomfort or injury to persons of ordinary sensibilities in any vehicle, dwelling, hotel, or other type of residence hereby declared to be a nuisance and is prohibited.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-40. Enforcement procedures; penalty; additional remedies.

(a) With respect to suspected ordinance violations resulting from vehicle noise, law enforcement officers shall have the authority to charge persons under the provisions of this article without having received a complaint from a member of the public.

(b) Law enforcement officers in the ordinary course of their duties shall have the authority to request compliance with the provisions of this article without having received a complaint from a member of the public.

(c) Law enforcement officers may take any one of the following actions in accordance with this article:

(1) Warn the offender, who will then have the opportunity to immediately abate the offending noise without penalty. If the violation continues or reoccurs, the officer may cite or arrest the violator. A

warning and opportunity to abate the offending noise is not required, however, if the officer deems citation or arrest immediately necessary under the circumstances then present.

(2) Issue a courtesy summons or other properly authorized citation device for the offender to appear in a magistrate court.

(3) Make a custodial arrest.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-41. Owner responsibility.

No property owner shall allow a violation of this article to be created or maintained on or at his property. A property owner shall be responsible and liable for any violation(s) of this article by tenants, guests, licensees, or other occupants in, on, or at the owner's property if the owner is present at the time of the violation(s) or has actual or constructive knowledge of a potential violation.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-42. Penalties.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall for every offense be punished in accordance with section 1-7. Each day on which there is a violation, or every separate and distinct event constituting a violation, of this article shall constitute a separate and distinct violation and offense under this article. The county may also seek injunctive or other relief, as appropriate.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Secs. 12-43—12-70. Reserved.

ARTICLE II. NOISE[1]

Sec. 12-31. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as otherwise provided, all words in this article shall be given their ordinary and customary meaning.

Ambient noise means the generally prevailing sound or combination of sounds at the location where a listener receives the sound of the noise about which a complaint is being made. It is the sound or combination of sounds which a person of ordinary sensibilities would reasonably expect to encounter at the location in the ordinary and customary use of the premises.

County means Oconee County, South Carolina.

County administrator means the county administrator for Oconee County, South Carolina.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-32. Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially and unreasonably interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-33. Standard of reasonableness and use of technology.

It is the intent of the county in regulating noise to take into account the latest scientific advances in noise measurement and control while at the same time preserving common sense and common law determinations of what constitutes a disturbance or public nuisance. Therefore, technological sound level measurements, while desirable, shall not be required to demonstrate a violation of this article or any other ordinance or statute which establishes the creation of disturbance or public nuisance. Additionally, decibel level measurements less than those specified in this article may nonetheless establish a violation of this article when due regard is made for the time, place, and circumstances of the noise. In order for measurement requirements to be omitted, however,

[1]Editor's note(s)—Ord. No. 2016-20, § 1(Att. A), adopted May 16, 2017, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 12-31—12-36, pertained to similar subject matter, and derived from Ord. No. 1998-02, §§ 1—6, adopted Apr. 28, 1998; Ord. No. 2009-28, §§ 1—4, adopted Feb. 3, 2010; and Ord. No. 2015-09, § 1(Att. A), adopted Mar. 17, 2015.

State law reference(s)—Authority to abate nuisances created by the operation of business establishments in an excessively noisy manner, S.C. Code 1976, § 4-9-30(16.2).

there must be three or more independent and individual complaints registered or one or more independent and individual complaint when combined with the complaint of the law enforcement officer.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-34. Specific noises prohibited.

(a) *Operation of certain instruments, devices and equipment.* Nuisance noises shall include, but not be limited to, the use or operation of the following instruments, devices, or pieces of equipment when operated in the manner prohibited by section 12-32:

(1) Musical instruments.

(2) Radios, receivers, stereos, televisions, disc players, tape players, and comparable mechanical and electronic devices which produce sound.

(3) Loudspeakers, amplifiers, or other devices which enhance or influence the level of sound in any way.

(4) Mechanical devices operating by compressed air, such as pneumatic drills and jackhammers.

(5) Horns, sirens, and signal devices using loud, brash, or harassing noises, whether on vehicles or otherwise.

(6) Motorized vehicles in operation, regardless of location, without mufflers or with ineffective mufflers or when there is rapid throttle advancing ("revving").

(7) The human voice when used to yell, shout, scream or the like.

(8) When operated between the hours of 10:00 p.m. and 6:59 a.m., construction machinery, heavy duty equipment, used in street repair and maintenance, domestic and commercial power tools, and the like, unless a permit is obtained.

(9) Fireworks which are detonated within the exterior property line and in close proximity to a dwelling or occupied structure without consent of the person in control of the premises; detonation of carbide cannons, black powder or smokeless powder devices, or any explosive device or compound which when detonated causes a report which exceeds that caused by lawfully acquired fireworks and which disturbs the public peace. This subsection shall not apply to lawfully acquired fireworks which are detonated on the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

(b) *Continuous or repeated noises.* Regardless of the level of sound, the following, by way of example and not limitation, shall be deemed a nuisance and shall be prohibited under section 12-32:

(1) To keep any animal, including a bird, causing a frequent or long continued noise, such as barking, howling, or screeching, disturbing the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(2) To install or operate a burglar alarm system which uses an audible warning or bell without a functioning device that will shut off the warning or bell within 20 minutes after application of the system when the alarm cannot be readily or conveniently silenced manually by persons who are disturbed by its activation. Each activation of such an alarm that continues beyond 20 minutes shall be deemed a separate offense.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-35. Exemptions.

The following noises shall be exempt from the prohibitions of section 12-32:

(1) This article does not apply to noise emanating from industrial, warehouse, distribution, and manufacturing activities and facilities and operations related thereto, governmental activities, emergency signal devices, firearms discharges as a result of lawful game hunting or lawfully operating shooting ranges, agricultural activities (including livestock), parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

(2) Other code provisions notwithstanding, the sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 9:59 p.m. Such devices shall nevertheless be subject to the administrative stop order provisions of section 12-38.

(3) The sound produced by horns, sirens, and alarms used with authorized emergency vehicles or otherwise used as safety devices to alert persons to danger or attempted crime; however, this exemption shall not apply to improperly operating burglar alarms as identified in section 12-34.2.b.

(4) The sound produced by emergency repair measures necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger following an emergency, accident, or natural disaster.

(5) The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour, or quarter hour components, or to commemorate a wedding, funeral, or similar event, including regular religious services, provided the sounds do not exceed five continuous minutes in duration in any one hour period.

(6) The sound produced by the following, provided there is compliance with all federal laws applicable to the noise:

   a. Aircraft in flight or in operation at an airport;

   b. Railroad equipment in operation on railroad rights-of-way; or

   c. Motor vehicles, otherwise in lawful operation, on all public streets and highways.

(7) The sound of water splashing produced by any waterfall, stream, decorative water fountain, or irrigation device when established or operated in an ordinary and customary manner.

(8) Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 9:59 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

(9) The unamplified sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities.

(10) Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-36. Enforcement factors.

In the enforcement of this article, an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would substantially interfere with persons occupying nearby public or private property. When making such determinations, the enforcement officer may consider the following and other relevant factors:

(1) The volume of the noise.

(2) The intensity of the noise.

(3) Whether the nature of the noise is usual or unusual.

(4) Whether the origin of the noise is natural or unnatural.

(5) The type and intensity of ambient noise, if any.

(6) The nature and zoning of the area in which the noise is heard.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-37. Special permits.

(a) Entertainment or recreational events. Whenever the county administrator or his designee issues, on a temporary basis, special permits for events of an entertainment or recreational nature, then those events shall be exempt from the prohibitions of this article, provided noise is otherwise regulated in the supervision of the activity and provided that the permit shall be subject to revocation at the discretion of the county administrator or his designee on the basis of violation of permit conditions or excessive or inappropriate noise. Whenever such revocation occurs, the activities of the event shall then become subject to the prohibitions of this article.

(b) Construction or maintenance operations. The county administrator or his designee may issue a permit exempting specific construction, solid waste pickup arrangements, and maintenance of public streets and rights-of-way from the prohibitions of this article otherwise applicable to nighttime (10:00 p.m. to 6:59 a.m.) activity, provided the person seeking such permit can make a showing that no reasonable alternatives exist to creating the noise at night and the activity involved is compatible with the public interest.

(c) Specific and limited permits may be issued and allowed, upon request for the purposes of public enjoyment, celebrations, concerts, performances, and holidays and to promote interest and tourism in the county. Noise ordinance standards for such events shall be allowed, measured, and enforced at the furthermost boundary line of the event grounds and shall be regulated to a maximum of 85 decibels A weighted, averaged per minute.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-38. Administrative stop orders.

The county administrator or his designee may issue administrative stop orders to prohibit temporarily or to reschedule activities otherwise exempt under this article, when the continuation of the activity imposes a great hardship or substantial and aggravating inconvenience upon persons reasonably occupying or utilizing nearby premises, provided such administrative stop order is not used to prohibit completely an otherwise lawful activity and the county administrator or his designee gives due consideration to balancing the hardships involved.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-39. Measurement of noise level; establishment of prima facie violation.

(a) A prima facie violation of section 12-32 shall be established whenever a measurement of the offending noise shall be taken in accordance with this article and shown to produce a level of noise in excess of 60 decibels ("dB(A)") between the hours of 7:00 a.m. and 9:59 p.m. or in excess of 55 ("dB(A)") between the hours of 10:00 p.m. and 6:59 a.m. Any sound exceeding such levels is hereby declared a nuisance and is prohibited.

(b) The inference established by subsection 12-39(a) shall be subject to rebuttal based on the time, place, and circumstances of the occurrence.

(c) Noise levels identified shall be measured in decibels and A-weighted, with the unit of measurement being designated as dB(A). For the purpose of determining dB(A)s, the noise shall be measured on the A-weighting scale and the slow meter response on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute (ANSI).

(d) Measurements shall be taken outside of the property line of the property from which the noise is emanating. Measurements. shall be at least 5 feet from any wall and not less than 3 feet above the ground. If it is not possible to measure 5 feet from a wall, a 5 dB variance will be allowed. In the case of multifamily dwellings, condominiums or other closely confined living areas, the exterior property line shall be considered the walls separating individual family units and the microphone shall be placed at least 5 feet from any wall and not less than 3 feet above the floor. In the case of vehicles or persons in common areas, public areas, roads, streets, or highways, the exterior property line shall be considered the wall of any nearby dwelling unit or school and the microphone shall be placed at least 5 feet, but no more than 10 feet from the exterior side of the wall and not less than 3 feet above the ground. Notwithstanding the above, it shall further be unlawful for any person to play, use, operate or permit to be played, used or operated, any radio, cassette or CD player or any other sound producing device if the sound producing device is in any motor vehicle or motorcycle and the sound generated is audible at a distance of 50 feet from the device producing the sound.

(e) Prohibition. The playing of any radio, phonograph, musical instrument, including other mechanical, electric, or electronic devices, which emit low bass vibratory sounds, in such a manner as to cause material distress, discomfort or injury to persons of ordinary sensibilities in any vehicle, dwelling, hotel, or other type of residence hereby declared to be a nuisance and is prohibited.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-40. Enforcement procedures; penalty; additional remedies.

(a) With respect to suspected ordinance violations resulting from vehicle noise, law enforcement officers shall have the authority to charge persons under the provisions of this article without having received a complaint from a member of the public.

(b) Law enforcement officers in the ordinary course of their duties shall have the authority to request compliance with the provisions of this article without having received a complaint from a member of the public.

(c) Law enforcement officers may take any one of the following actions in accordance with this article:

(1) Warn the offender, who will then have the opportunity to immediately abate the offending noise without penalty. If the violation continues or reoccurs, the officer may cite or arrest the violator. A warning and opportunity to abate the offending noise is not required, however, if the officer deems citation or arrest immediately necessary under the circumstances then present.

(2) Issue a courtesy summons or other properly authorized citation device for the offender to appear in a magistrate court.

(3) Make a custodial arrest.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-41. Owner responsibility.

No property owner shall allow a violation of this article to be created or maintained on or at his property. A property owner shall be responsible and liable for any violation(s) of this article by tenants, guests, licensees, or other occupants in, on, or at the owner's property if the owner is present at the time of the violation(s) or has actual or constructive knowledge of a potential violation.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Sec. 12-42. Penalties.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall for every offense be punished in accordance with section 1-7. Each day on which there is a violation, or every separate and distinct event constituting a violation, of this article shall constitute a separate and distinct violation and offense under this article. The county may also seek injunctive or other relief, as appropriate.

(Ord. No. 2016-20, § 1(Att. A), 5-16-2017)

Secs. 12-43—12-70. Reserved.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-37

AN ORDINANCE AMENDING CHAPTER 4, "ANIMALS," OF THE CODE OF ORDINANCES OF OCONEE COUNTY, SOUTH CAROLINA, BY AMENDING SECTION 4-4, "RESTRAINT," AND ADDING SECTION 4-14, "BREEDER, RESCUE, AND HUNTER REGISTRATION"; PROVIDING FOR A SIX-MONTH EDUCATION AND GRACE PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Oconee County Council is authorized to adopt ordinances concerning the control of dogs and other domestic pets pursuant to applicable provisions of the South Carolina Code of Laws, including S.C. Code § 47-3-20 et seq.; and

WHEREAS, County Council desires to amend Chapter 4, "Animals," of the Oconee County Code of Ordinances to establish additional requirements concerning unspayed and unneutered dogs and cats, breeding registration, and animal rescue registration; and

WHEREAS, County Council further desires to provide a six-month period following the effective date of this Ordinance for public education, notice, and compliance before the new requirements are subject to monetary penalties or mandatory sterilization; and

WHEREAS, County Council intends that all provisions of Chapter 4 not expressly amended by this Ordinance remain in full force and effect.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION 1. Amendment to Section 4-4.

Section 4-4, "Restraint," of Chapter 4, "Animals," of the Oconee County Code of Ordinances is hereby amended by replacing subsection (c) in its entirety and adding new subsections (c)(1) and (c)(2), to read as follows:

Sec. 4-4. Restraint.

(c) Female dogs and cats; unspayed and unneutered animals.

(1) Owners shall ensure that any female dog or cat in heat is confined in a building or secure enclosure of appropriate size and height to prevent escape and/or coming into contact with another animal.

(2) Owners shall ensure that their unneutered or unspayed dog or cat is restrained to the property in such a manner that the animal cannot breed without a current breeder registration issued pursuant to Section 4-14 of this chapter. A first offense shall result in a fine of $257.50. A second offense shall result in a fine of $1,087.50. A third offense shall result in mandatory sterilization of the animal, as ordered and administered in accordance with applicable law.

Hunting dogs are exempt from this subsection when the owner or the owner's designee is acting in accordance with S.C. Code § 50-11-780.

SECTION 2. Addition of Section 4-14.

Chapter 4, "Animals," of the Oconee County Code of Ordinances is hereby amended by adding a new Section 4-14, "Breeder, Rescue, and Hunter Registration," to read as follows:

Sec. 4-14. Breeder, Rescue, and Hunter Registration.

(A) Breeder registration. Any person and/or business engaged in breeding and the sale of dogs and/or cats within the unincorporated area of Oconee County must complete an application for registration with Oconee County Animal Control prior to breeding.

(B) Application fee. In accordance with this chapter, a one-time application fee of $10.00 is required at the time of application with Oconee County Animal Control, with no annual or additional registration fees thereafter. Any person, business, or nonprofit organization acting as an Animal Rescue Organization shall complete a one-time application with Oconee County Animal Control.

(C) Annual renewal. Registration issued pursuant to subsections (A) and (B) shall be renewed annually at no cost or additional fee in order to remain in compliance. If registration becomes expired for more than two consecutive years, a new application shall be required, together with the $10.00 application fee.

(D) Minimum standard of care. All breeders, rescues, and other persons subject to this section shall maintain the minimum standard of care required by South Carolina Code of Laws, Chapter 47, and Oconee County Code § 4-9.

SECTION 3. Six-Month Education and Grace Period.

For a period of six (6) months following the effective date of this Ordinance, Oconee County Animal Control shall use the period primarily for public education, notice, and compliance assistance concerning the requirements added or amended by this Ordinance. During the six-month period, enforcement personnel may issue warnings and provide educational materials. The monetary penalties and mandatory sterilization provisions established by Section 4-4(c)(2) shall not be imposed for conduct occurring during this six-month period, except as otherwise required by applicable law.

SECTION 4. Existing Provisions Unchanged.

Except as expressly amended by this Ordinance, all other provisions of Chapter 4, "Animals," of the Oconee County Code of Ordinances shall remain unchanged and in full force and effect.

SECTION 5. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective Date.

This Ordinance shall become effective upon approval by Oconee County Council and execution as required by law. The six-month education and grace period established in Section 3 shall commence on the effective date.

RESOLVED this _____ day of _____, 2026, in meeting duly assembled.

ATTEST:

_____	_____
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	November 17, 2026
Second Reading:	December 01, 2026
Third Reading:	December 08, 2026
Public Hearing:	December 08, 2026

Sec. 4-1. Title.

This chapter shall be known as the Oconee County Animal Control Act.

(Ord. No. 2005-01, § 1, 2-1-2005)

Sec. 4-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned animal means any animal that has been deserted, forsaken, or given up without another owner being secured. An abandoned animal is also one that has not been provided regular access to adequate and appropriate food, water, shelter, and care. Cats subject to an approved community cat program or trap, neuter, spay, and release program are not considered abandoned animals.

Adequate shelter means that shelter which will keep a non-aquatic animal dry, out of the direct path of winds, out of direct sun, and at a temperature that is healthful for the animal. The containment area for the animal shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with waste or debris; shall be free of unsanitary conditions which result in offensive odors or are dangerous to the animal or to public health, welfare, or safety; and shall be free of ticks, fleas, flies, and mosquitoes as reasonably possible. A suitable method of drainage shall be provided to eliminate any excess water or moisture rapidly. Aquatic and semi-aquatic animals shall have an adequate amount of clean water in which to move. For dogs outside and unattended, adequate shelter shall meet the following minimum standards:

(1) The shelter shall adequately resist water and wind and be of a suitable size to accommodate the dog and allow retention of body heat.

(2) At or below 32 degrees Fahrenheit, the structure shall be provided with a sufficient quantity of dry bedding material or other means of protection from the weather that will allow the animal to retain body heat.

(3) At or above 80 degrees Fahrenheit, each dog must be afforded one or more separate areas of shade large enough to accommodate the entire body of the dog at one time to ensure protection from the direct rays of the sun.

Animal means a living vertebrate creature, excepting homo sapiens.

Animal at large means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner. A community cat is not considered an animal at large.

Animal control officer means any person designated by the State of South Carolina or county governing authority of Oconee County as a law enforcement officer pursuant to S.C. Code 1976, § 47-3-30.

Animal rescuer means any recognized group or person who routinely obtains an unwanted dog or cat and who promptly finds an adoptive home for that spayed or neutered dog or cat.

Animal shelter means any premises designated by the county governing body for the purpose of impounding, care, or humane euthanasia of animals held under authority of this chapter and/or state law.

Community cat means any free-roaming cat found outside, which one or more citizens participate in caring for. Citizens that partake in caring for a community cat must ensure that the cat's ears are tipped so that it can be distinguished from owned or stray cats. Community cats must also be spayed or neutered and vaccinated to prevent the spread of disease to owned animals.

Dangerous animal means an animal:

(1) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;

(2) Which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720;

(3) Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;

(4) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(5) Which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

An animal is not a dangerous animal solely by virtue of its breed or species.

Owner means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal, excluding a community cat, shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership or corporation has notified animal control to pick up the stray animal.

Pet or companion animal means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Potentially dangerous animal means an animal that, without provocation, chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

Public nuisance animal means any animal that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. The term "public nuisance animal" means and includes, but is not limited to, any animal that:

(1) Is found at large after a written complaint has been filed;

(2) Damages the property of anyone other than its owner;

(3) Molests or intimidates pedestrians or passersby;

(4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored. Refer to chapter 12, article II of the Oconee County Code of Ordinances for additional provisions related to noise disturbance;

(5) Causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every 24 hours or washing of same into an approved underground disposal system every 24 hours, excepting animals lawfully raised for food or food products;

(6) Has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or

(7) A dog or cat that does not have attached a valid current rabies inoculation tag as required by state law.

Under restraint. An animal shall be deemed under restraint if it is on the premises of its owner or custodian or is accompanied by its owner or custodian and under the physical control of such owner or custodian by means of a restraining device. This section does not apply to dogs lawfully engaged in hunting.

(Ord. No. 2005-01, § 2, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-4. Restraint.

(a) All owned animals shall be kept under restraint, which includes confinement to the owner's or custodian's premises. (See section 4-2, definitions, above.)

(b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance.

~~(c) Owners shall ensure that if their female dog or cat is in heat, it shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.~~

(c) Female dogs and cats; unspayed and unneutered animals.

(1) Owners shall ensure that any female dog or cat in heat is confined in a building or secure enclosure of appropriate size and height to prevent escape and/or coming into contact with another animal.

(2) Owners shall ensure that their unneutered or unspayed dog or cat is restrained to the property in such a manner that the animal cannot breed without a current breeder registration issued pursuant to Section 4-14 of this chapter. A first offense shall result in a fine of $257.50. A second offense shall result in a fine of $1,087.50. A third offense shall result in mandatory sterilization of the animal, as ordered and administered in accordance with applicable law. Hunting dogs are exempt from this subsection when the owner or the owner's designee is acting in accordance with S.C. Code § 50-11-780.

(d) Every dangerous animal and potentially dangerous animal, as determined under this chapter, shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(e) Owners shall ensure their animals are restrained in a humane manner.

(f) If a dog must be restrained by means other than a fence or other humane enclosure, a tethering system must be used that meets the following criteria:

(1) The tether shall be at least ten feet in length.

(2) The tether shall not be a logging chain, tow chain, or other tether that is of a weight that is likely to cause injury to the dog.

(3) The tether should have swivels on both ends and allow the dog to have the highest degree of movement practicable without becoming entangled; 360 degrees is ideal. This is best accomplished by using a single stake system with swivel on top to allow the dog free movement. A secondary option is to have the dog tether, with swivels, attached to a trolley system that allows the dog to move freely along a runner line. The trolley systems should be at least three feet above the ground.

(4) The tether must allow the dog free access to food, potable water, and adequate shelter (as defined in section 4-2 of this chapter).

(5) The tether must be attached to a property fitting collar or harness so that there is no harm to the dog.

(6) If more than one dog is tethered in the same area, they must be separated to prevent entanglement.

(7) If an underground or wireless fence is used to restrain a dog(s), the fence and appurtenances must be properly maintained so as to keep the dog(s) within the enclosed area and the fence must be capable of restraining the animal confined.

(Ord. No. 2005-01, § 4, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-5. Biting or attacking persons.

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the department of health and environmental control. Whenever the animal control officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the county department of health and environmental control of such bite or attack and shall cooperate with the health department in impounding and quarantining such animal.

(Ord. No. 2005-01, § 5, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-6. Impoundment and violation notice.

(a) (1) Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by law enforcement officials and/or animal control officers and impounded in the county animal shelter and there be confined in a humane manner.

(2) In addition to, or in lieu of, impounding an animal at large, the animal control officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense, with subsequent offenses being punishable up to the jurisdictional limits of the magistrate's court.

(3) In addition, the owner shall be required to pay a fee of $10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable) and a $10.00 impoundment feet. Further, a $15.00 fee will be charged for a mandatory microchip implant for animals not previously microchipped.

(b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

(c) Impounded dogs and cats shall not be kept for fewer than five calendar days.

(d) Animal control officers shall not destroy any positively identifiable dog until they have notified the owner at his last known address by registered mail that they have the dog in their possession. The owner must notify the animal control officer within two weeks that he will pick up his dog. If the owner does not pick up his dog within two weeks of notification to the animal control officer, the dog may be destroyed. Reasonable costs associated with the above extended hold period, including cost of mailing the required notice, must be paid before the dog is returned to its owner, or owner's designee, in addition to any other established costs, fines, fees, or other charges.

(e) Abandoned animals shall be impounded and shall be kept for no fewer than five calendar days.

(f) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.

(g) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

(h) Any animal not reclaimed by its owner within five calendar days, or in the case of a positively identifiable animal within ten calendar days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely euthanized, as approved by state law.

(i) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

(j) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

(k) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal.

(l) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

(Ord. No. 2005-01, § 6, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-7. Dangerous animals.

(a) If an animal control officer has probable cause to believe that a dangerous animal is being harbored or cared for in violation of S.C. Code § 47-3-720 (unconfined on premises), or § 47-3-740 (owning/harboring for purposes of fighting), or § 47-3-760(E) (registration), the officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(b) If an animal control agent has probable cause to believe that a dangerous animal is being harbored or housed in violation of S.C. Code § 47-3-730 (unrestrained off-premises), the agent or officer may seize and impound the dangerous animal while the trial is pending.

(c) Animals impounded under subsections (a) or (b), above, shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.

(d) Upon impounding an animal under this section, a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

(e) An animal determined to be dangerous under this section which has attacked or caused injury to a human being or a domestic animal may be ordered destroyed by the magistrate when in the magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the animal shelter or law enforcement officer. A magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has and will fully comply with subsections (f), (g), and (h) of this section.

(f) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed pen or structure which must be secured by lock and key or combination lock. The pen or structure shall be suitable to prevent the animal from escaping. The pen or structure shall have secure sides

and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

(g) No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(h) In accordance with S.C. Code of Laws § 47-3-760(E), all dangerous animals inside Oconee County must be registered with the Oconee County Animal Control, or its successor "law enforcement authority." If the animal was deemed dangerous by an Oconee County Court, a copy of the court order must be kept on file. If the dangerous animal was transferred into Oconee [County] from another county or state, documentation from that jurisdiction must be provided within 30 days. The director of animal control will be responsible for maintaining records of all dangerous animals inside Oconee County. The registration application must be accompanied by proof of liability insurance or surety bond of at least $50,000.00 insuring or securing the owner for personal injuries inflicted by the dangerous animal. Oconee County Animal Control, or its successor, shall provide to the owner registering the dangerous animal a metal license tag and a certificate along with a designed dangerous dog collar. Fees for these items must be collected at registration. The metal license tag must be attached to a collar or harness and worn at all times by the dangerous animal for which the certificate and tag have been issued. The pen or structure must be clearly marked on four sides with a sign stating "dangerous animal."

(1) Registration information required for dangerous animals:

a. Species and breed.

b. Address of where animal will be located.

c. Owner information.

d. Proofs of rabies inoculation (must be submitted annually).

e. Photo of animal (must be submitted annually).

f. Waiver for inspections of confinement site.

(2) The owner of a dangerous animal shall notify Oconee County Animal Control if any changes occur with the following:

a. Ownership. In the case of a change of ownership, the name, address, and telephone number of the new owner/custodian must, within five days of transfer, be provided to Oconee County Animal Control. Oconee County Animal Control will notify the new owner/custodian of the dangerous animal's status, and also notify the animal control services in the jurisdiction where the animal is housed.

b. Address change of the owner/custodian or any change in the location in which the animal is housed.

c. Any material change in the health status of the animal.

d. Death of the animal.

(Ord. No. 2005-01, § 7, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Cross reference(s)—Environment. ch. 12

Sec. 4-8. Potentially dangerous animals.

(a) The animal control officer or law enforcement officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.

(b) Upon impounding a potentially dangerous animal, a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

(c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by the owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.

(d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

(e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(Ord. No. 2005-01, § 8, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-9. Animal care.

(a) No owner shall fail to provide his animals with:

(1) Necessary substance and adequate shelter, as defined in section 4-2;

(2) Veterinary care when needed to prevent suffering; and

(3) Humane care and treatment.

All animals shall be kept in a clean and sanitary condition. The premises upon which the animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

(b) No owner of an animal shall abandon such animal. A person who returns a community cat to the location from where it was collected shall not be considered to have abandoned that animal.

(c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be humanly euthanized by an agent of the department of health and environmental control, law enforcement officer, or an animal control officer, by a method approved by state law.

(1) If the animal is identifiable, attempts to contact the owner shall be made by phone or at the residence in person.

(2) If the animal is not identifiable and is in great pain, the cause of which is not reasonably treatable, the animal may be humanely euthanized immediately without attempts to contact the cause.

(d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by the animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

(e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

(Ord. No. 2005-01, § 9, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-11. Enforcement.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies legally authorized by the county for that purpose. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. It shall be a violation of this chapter to provide false information to a law enforcement officer or an animal control officer. This includes, but is not limited to, information provided on intake forms, bite reports, owner surrender forms, compliant forms, and reclaim forms. Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction may be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. Additionally, the magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

(Ord. No. 2005-01, § 11, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-14. Breeder, Rescue, and Hunter Registration.

(A) Breeder registration. Any person and/or business engaged in breeding and the sale of dogs and/or cats within the unincorporated area of Oconee County must complete an application for registration with Oconee County Animal Control prior to breeding.

(B) Application fee. In accordance with this chapter, a one-time application fee of $10.00 is required at the time of application with Oconee County Animal Control, with no annual or additional registration fees thereafter. Any person, business, or nonprofit organization acting as an Animal Rescue Organization shall complete a one-time application with Oconee County Animal Control.

(C) Annual renewal. Registration issued pursuant to subsections (A) and (B) shall be renewed annually at no cost or additional fee in order to remain in compliance. If registration becomes expired for more than two consecutive years, a new application shall be required, together with the $10.00 application fee.

(D) Minimum standard of care. All breeders, rescues, and other persons subject to this section shall maintain the minimum standard of care required by South Carolina Code of Laws, Chapter 47, and Oconee County Code § 4-9.

Sec. 4-1. Title.

This chapter shall be known as the Oconee County Animal Control Act.

(Ord. No. 2005-01, § 1, 2-1-2005)

Sec. 4-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned animal means any animal that has been deserted, forsaken, or given up without another owner being secured. An abandoned animal is also one that has not been provided regular access to adequate and appropriate food, water, shelter, and care. Cats subject to an approved community cat program or trap, neuter, spay, and release program are not considered abandoned animals.

Adequate shelter means that shelter which will keep a non-aquatic animal dry, out of the direct path of winds, out of direct sun, and at a temperature that is healthful for the animal. The containment area for the animal shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with waste or debris; shall be free of unsanitary conditions which result in offensive odors or are dangerous to the animal or to public health, welfare, or safety; and shall be free of ticks, fleas, flies, and mosquitoes as reasonably possible. A suitable method of drainage shall be provided to eliminate any excess water or moisture rapidly. Aquatic and semi-aquatic animals shall have an adequate amount of clean water in which to move. For dogs outside and unattended, adequate shelter shall meet the following minimum standards:

(1) The shelter shall adequately resist water and wind and be of a suitable size to accommodate the dog and allow retention of body heat.

(2) At or below 32 degrees Fahrenheit, the structure shall be provided with a sufficient quantity of dry bedding material or other means of protection from the weather that will allow the animal to retain body heat.

(3) At or above 80 degrees Fahrenheit, each dog must be afforded one or more separate areas of shade large enough to accommodate the entire body of the dog at one time to ensure protection from the direct rays of the sun.

Animal means a living vertebrate creature, excepting homo sapiens.

Animal at large means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner. A community cat is not considered an animal at large.

Animal control officer means any person designated by the State of South Carolina or county governing authority of Oconee County as a law enforcement officer pursuant to S.C. Code 1976, § 47-3-30.

Animal rescuer means any recognized group or person who routinely obtains an unwanted dog or cat and who promptly finds an adoptive home for that spayed or neutered dog or cat.

Animal shelter means any premises designated by the county governing body for the purpose of impounding, care, or humane euthanasia of animals held under authority of this chapter and/or state law.

Community cat means any free-roaming cat found outside, which one or more citizens participate in caring for. Citizens that partake in caring for a community cat must ensure that the cat's ears are tipped so that it can be distinguished from owned or stray cats. Community cats must also be spayed or neutered and vaccinated to prevent the spread of disease to owned animals.

Dangerous animal means an animal:

(1) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise endanger the safety of human beings or domestic animals;

(2) Which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720;

(3) Which commits unprovoked acts in a place other than the place where the animal is confined as required by S.C. Code 1976, § 47-3-720, and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;

(4) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(5) Which attacks, bites, or injures a human being or domesticated animal without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

An animal is not a dangerous animal solely by virtue of its breed or species.

Owner means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal, excluding a community cat, shall be declared to be harbored if it is fed for three consecutive days or more, unless said person, partnership or corporation has notified animal control to pick up the stray animal.

Pet or companion animal means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Potentially dangerous animal means an animal that, without provocation, chases or approaches any person or domestic animal, anywhere other than on the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling.

Public nuisance animal means any animal that unreasonably annoys humans, endangers the life or health of other citizens (other than its owners), or interferes with a citizen's enjoyment of life or property. The term "public nuisance animal" means and includes, but is not limited to, any animal that:

(1) Is found at large after a written complaint has been filed;

(2) Damages the property of anyone other than its owner;

(3) Molests or intimidates pedestrians or passersby;

(4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored. Refer to chapter 12, article II of the Oconee County Code of Ordinances for additional provisions related to noise disturbance;

(5) Causes fouling of the air off the premises of the owner by odor resulting from failure to remove feces every 24 hours or washing of same into an approved underground disposal system every 24 hours, excepting animals lawfully raised for food or food products;

(6) Has been found by the animal control officer after notice of its owner to be a public nuisance animal by virtue of being a menace to the public health, welfare, or safety; or

(7) A dog or cat that does not have attached a valid current rabies inoculation tag as required by state law.

Under restraint. An animal shall be deemed under restraint if it is on the premises of its owner or custodian or is accompanied by its owner or custodian and under the physical control of such owner or custodian by means of a restraining device. This section does not apply to dogs lawfully engaged in hunting.

(Ord. No. 2005-01, § 2, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-4. Restraint.

(a) All owned animals shall be kept under restraint, which includes confinement to the owner's or custodian's premises. (See section 4-2, definitions, above.)

(b) No owner shall fail to exercise proper care and control of his animal to prevent it from being a public nuisance.

(c) Female dogs and cats; unspayed and unneutered animals.

(1) Owners shall ensure that any female dog or cat in heat is confined in a building or secure enclosure of appropriate size and height to prevent escape and/or coming into contact with another animal.

(2) Owners shall ensure that their unneutered or unspayed dog or cat is restrained to the property in such a manner that the animal cannot breed without a current breeder registration issued pursuant to Section 4-14 of this chapter. A first offense shall result in a fine of $257.50. A second offense shall result in a fine of $1,087.50. A third offense shall result in mandatory sterilization of the animal, as ordered and administered in accordance with applicable law. Hunting dogs are exempt from this subsection when the owner or the owner’s designee is acting in accordance with S.C. Code § 50-11-780.

(d) Every dangerous animal and potentially dangerous animal, as determined under this chapter, shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(e) Owners shall ensure their animals are restrained in a humane manner.

(f) If a dog must be restrained by means other than a fence or other humane enclosure, a tethering system must be used that meets the following criteria:

(1) The tether shall be at least ten feet in length.

(2) The tether shall not be a logging chain, tow chain, or other tether that is of a weight that is likely to cause injury to the dog.

(3) The tether should have swivels on both ends and allow the dog to have the highest degree of movement practicable without becoming entangled; 360 degrees is ideal. This is best accomplished by using a single stake system with swivel on top to allow the dog free movement. A secondary option is to have the dog tether, with swivels, attached to a trolley system that allows the dog to move freely along a runner line. The trolley systems should be at least three feet above the ground.

(4) The tether must allow the dog free access to food, potable water, and adequate shelter (as defined in section 4-2 of this chapter).

(5) The tether must be attached to a property fitting collar or harness so that there is no harm to the dog.

(6) If more than one dog is tethered in the same area, they must be separated to prevent entanglement.

(7) If an underground or wireless fence is used to restrain a dog(s), the fence and appurtenances must be properly maintained so as to keep the dog(s) within the enclosed area and the fence must be capable of restraining the animal confined.

(Ord. No. 2005-01, § 4, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-5. Biting or attacking persons.

All animal bites or injuries to a human being shall be reported by medical personnel with knowledge of the bite or injury to the rabies control officer in the department of health and environmental control. Whenever the animal control officer is notified and shown that an animal has bitten or attacked a person, such officer shall promptly notify the county department of health and environmental control of such bite or attack and shall cooperate with the health department in impounding and quarantining such animal.

(Ord. No. 2005-01, § 5, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-6. Impoundment and violation notice.

(a) (1) Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by law enforcement officials and/or animal control officers and impounded in the county animal shelter and there be confined in a humane manner.

(2) In addition to, or in lieu of, impounding an animal at large, the animal control officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense, with subsequent offenses being punishable up to the jurisdictional limits of the magistrate's court.

(3) In addition, the owner shall be required to pay a fee of $10.00 per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable) and a $10.00 impoundment feet. Further, a $15.00 fee will be charged for a mandatory microchip implant for animals not previously microchipped.

(b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

(c) Impounded dogs and cats shall not be kept for fewer than five calendar days.

(d) Animal control officers shall not destroy any positively identifiable dog until they have notified the owner at his last known address by registered mail that they have the dog in their possession. The owner must notify the animal control officer within two weeks that he will pick up his dog. If the owner does not pick up his dog within two weeks of notification to the animal control officer, the dog may be destroyed. Reasonable costs associated with the above extended hold period, including cost of mailing the required notice, must be paid before the dog is returned to its owner, or owner's designee, in addition to any other established costs, fines, fees, or other charges.

(e) Abandoned animals shall be impounded and shall be kept for no fewer than five calendar days.

(f) Any owner reclaiming an impounded dog or cat shall pay the fee provided for in subsection (a) of this section before the animal can be released.

(g) Any owner claiming an impounded dog or cat shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

(h) Any animal not reclaimed by its owner within five calendar days, or in the case of a positively identifiable animal within ten calendar days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely euthanized, as approved by state law.

(i) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

(j) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

(k) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal.

(l) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

(Ord. No. 2005-01, § 6, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-7. Dangerous animals.

(a) If an animal control officer has probable cause to believe that a dangerous animal is being harbored or cared for in violation of S.C. Code § 47-3-720 (unconfined on premises), or § 47-3-740 (owning/harboring for purposes of fighting), or § 47-3-760(E) (registration), the officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(b) If an animal control agent has probable cause to believe that a dangerous animal is being harbored or housed in violation of S.C. Code § 47-3-730 (unrestrained off-premises), the agent or officer may seize and impound the dangerous animal while the trial is pending.

(c) Animals impounded under subsections (a) or (b), above, shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending a determination of the animal's status as a dangerous animal. In the event an animal bites a member of the animal owner's family, and the animal owner requests that the animal be impounded by the animal owner, the animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.

(d) Upon impounding an animal under this section, a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

(e) An animal determined to be dangerous under this section which has attacked or caused injury to a human being or a domestic animal may be ordered destroyed by the magistrate when in the magistrate's judgment the dangerous animal represents a continuing threat of serious harm to human beings or other domestic animals after the quarantine period has expired. Any dangerous animal may also be destroyed if the owner of the dangerous animal relinquishes ownership or control of the animal to the animal shelter or law enforcement officer. A magistrate may return a dangerous animal to the owner if the magistrate finds that the animal will not pose a threat to human beings and/or domestic animals and that the owner has and will fully comply with subsections (f), (g), and (h) of this section.

(f) The owner of a dangerous animal shall secure and confine said dangerous animal on the owner's property in an enclosed pen or structure which must be secured by lock and key or combination lock. The pen or structure shall be suitable to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a

clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

(g) No person owning or harboring or having care of a dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(h) In accordance with S.C. Code of Laws § 47-3-760(E), all dangerous animals inside Oconee County must be registered with the Oconee County Animal Control, or its successor "law enforcement authority." If the animal was deemed dangerous by an Oconee County Court, a copy of the court order must be kept on file. If the dangerous animal was transferred into Oconee [County] from another county or state, documentation from that jurisdiction must be provided within 30 days. The director of animal control will be responsible for maintaining records of all dangerous animals inside Oconee County. The registration application must be accompanied by proof of liability insurance or surety bond of at least $50,000.00 insuring or securing the owner for personal injuries inflicted by the dangerous animal. Oconee County Animal Control, or its successor, shall provide to the owner registering the dangerous animal a metal license tag and a certificate along with a designed dangerous dog collar. Fees for these items must be collected at registration. The metal license tag must be attached to a collar or harness and worn at all times by the dangerous animal for which the certificate and tag have been issued. The pen or structure must be clearly marked on four sides with a sign stating "dangerous animal."

(1) Registration information required for dangerous animals:

a. Species and breed.

b. Address of where animal will be located.

c. Owner information.

d. Proofs of rabies inoculation (must be submitted annually).

e. Photo of animal (must be submitted annually).

f. Waiver for inspections of confinement site.

(2) The owner of a dangerous animal shall notify Oconee County Animal Control if any changes occur with the following:

a. Ownership. In the case of a change of ownership, the name, address, and telephone number of the new owner/custodian must, within five days of transfer, be provided to Oconee County Animal Control. Oconee County Animal Control will notify the new owner/custodian of the dangerous animal's status, and also notify the animal control services in the jurisdiction where the animal is housed.

b. Address change of the owner/custodian or any change in the location in which the animal is housed.

c. Any material change in the health status of the animal.

d. Death of the animal.

(Ord. No. 2005-01, § 7, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Cross reference(s)—Environment. ch. 12

Sec. 4-8. Potentially dangerous animals.

(a) The animal control officer or law enforcement officials shall have the power to summarily and immediately impound any animal where there is any evidence that the animal has chased or approached any person or domestic animal, on property other than the property of the owner, in a menacing fashion or with an apparent attitude of attack, including, but not limited to, behavior such as growling or snarling. The animal shall be kept at the county animal shelter or at a veterinarian designated by the owner at the owner's expense for quarantine pending determination of the animal's status as a potentially dangerous animal. The animal control officer or law enforcement officer may, in his discretion, allow the animal owner to impound said animal on said animal owner's property.

(b) Upon impounding a potentially dangerous animal, a determination hearing should be conducted as soon as reasonably possible, with notice of such hearing being served on the owner by registered mail or personal service at least ten days prior to the hearing. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed and an appropriate order may be issued. The magistrate shall determine whether to declare the animal to be a potentially dangerous animal based upon the evidence and testimony presented at the hearing by the owner, witnesses to any incidents, or any other persons possessing information pertinent to such determination, such as veterinarians or dog obedience trainers. The magistrate shall issue written findings within ten business days after the hearing. The owner of such animal shall have a right to appeal the decision to the court of common pleas of the county within ten days of receiving the decision of the magistrate.

(c) Upon a finding that an animal is a potentially dangerous animal, the magistrate may order that the animal be forfeited by the owner and placed with an agency willing to accept custody of said animal or may return said animal to the owner if the owner has and will comply with subsections (d) and (e) of this section.

(d) The owner of a potentially dangerous animal shall secure and confine said potentially dangerous animal on the owner's property in an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping said pen or structure. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. Also, all sides must be embedded into the ground with no less than two feet unless the bottom is secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five feet by ten feet and not less than six feet high.

(e) No person owning or harboring or having care of a potentially dangerous animal may permit the animal to go beyond the person's premises unless the animal is securely muzzled and restrained with a leash or chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(Ord. No. 2005-01, § 8, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-9. Animal care.

(a) No owner shall fail to provide his animals with:

(1) Necessary substance and adequate shelter, as defined in section 4-2;

(2) Veterinary care when needed to prevent suffering; and

(3) Humane care and treatment.

All animals shall be kept in a clean and sanitary condition. The premises upon which the animal is kept shall be kept in a clean and sanitary condition and provide adequate light, shelter and ventilation.

(b) No owner of an animal shall abandon such animal. A person who returns a community cat to the location from where it was collected shall not be considered to have abandoned that animal.

(c) Any animal found abandoned and not properly cared for, appearing to be diseased or injured past recovery for any useful purpose, may be humanly euthanized by an agent of the department of health and environmental control, law enforcement officer, or an animal control officer, by a method approved by state law.

(1) If the animal is identifiable, attempts to contact the owner shall be made by phone or at the residence in person.

(2) If the animal is not identifiable and is in great pain, the cause of which is not reasonably treatable, the animal may be humanely euthanized immediately without attempts to contact the cause.

(d) Any animal found abandoned, neglected, cruelly treated, or unfit for use may be seized from the owner's property by the animal control officer or law enforcement officer and impounded at the county animal shelter; provided, however, that the officer shall give notice of this seizure by posting a copy of it at the location where the animal was seized or by delivering it to a person residing on the property of the owner within 24 hours of the time the animal was seized.

(e) The owner of any animal impounded under the provisions of this section shall be responsible for payment of any necessary medical care as determined by a veterinarian in addition to any penalties, impoundment fees, and board fees.

(Ord. No. 2005-01, § 9, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-11. Enforcement.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies legally authorized by the county for that purpose. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. It shall be a violation of this chapter to provide false information to a law enforcement officer or an animal control officer. This includes, but is not limited to, information provided on intake forms, bite reports, owner surrender forms, compliant forms, and reclaim forms. Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction may be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. Additionally, the magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

(Ord. No. 2005-01, § 11, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

Sec. 4-14. Breeder, Rescue, and Hunter Registration.

(A) Breeder registration. Any person and/or business engaged in breeding and the sale of dogs and/or cats within the unincorporated area of Oconee County must complete an application for registration with Oconee County Animal Control prior to breeding.

(B) Application fee. In accordance with this chapter, a one-time application fee of $10.00 is required at the time of application with Oconee County Animal Control, with no annual or additional registration fees thereafter. Any person, business, or nonprofit organization acting as an Animal Rescue Organization shall complete a one-time application with Oconee County Animal Control.

(C) Annual renewal. Registration issued pursuant to subsections (A) and (B) shall be renewed annually at no cost or additional fee in order to remain in compliance. If registration becomes expired for more than two consecutive years, a new application shall be required, together with the $10.00 application fee.

(D) Minimum standard of care. All breeders, rescues, and other persons subject to this section shall maintain the minimum standard of care required by South Carolina Code of Laws, Chapter 47, and Oconee County Code § 4-9.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-38

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE OCONEE COUNTY CODE OF ORDINANCES IN RELATION TO THE ADOPTION OF MANDATORY AND PERMISSIVE BUILDING AND RELATED CODES AND STANDARDS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("County Council"), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances ("Code of Ordinances"), as amended;

WHEREAS, pursuant to S.C. Code Sections 6-9-50 and 6-9-60 the County has adopted by reference certain mandatory and permissive building and related codes and standards, as reflected in Article II of Chapter 6 of the Code of Ordinances;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Article II of Chapter 6 of the Code of Ordinances in order to adopt and recognize the latest editions of the following mandatory codes and appendices with modifications, as adopted by the South Carolina Building Codes Council on August 26, 2025, to be effective January 1, 2027:

1. 2024 International Building Code with South Carolina modifications;
2. 2024 International Residential Code with South Carolina modifications;
3. 2024 International Fire Code with South Carolina modifications;
4. 2024 International Plumbing Code with South Carolina modifications;
5. 2024 International Mechanical Code with South Carolina modifications;
6. 2024 International Fuel Gas Code with South Carolina modifications;
7. 2023 National Electrical Code (NFPA 70) with South Carolina modifications; and the
8. 2009 International Energy Conservation Code (Energy Standard Act); and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Article

II of Chapter 6 of the Code of Ordinances in order to adopt and/or specifically recognize the latest editions of the following permissive codes:

1. 2021 International Property Maintenance Code;
2. 2024 International Existing Building Code;
3. 2024 International Performance Code for Buildings and Facilities; and the
4. 2024 International Swimming Pool and Spa Code.

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

1. The foregoing mandatory and permissive codes are hereby adopted as the building and related codes and standards for Oconee County, as reflected on Exhibit A, which is attached hereto and incorporated herein by reference, and which delineates the modifications to Article II of Chapter 6 of the Oconee County Code of Ordinances with greater particularity and which will hereafter be codified as law of the County.

2. The above-referenced mandatory codes shall become effective January 1, 2027.

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

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

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically the remainder of Chapter 6, not amended hereby, directly or by implication, shall remain in full force.

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

Signatures on Following Page

ORDAINED in meeting, duly assembled, this _____ day of _____, 2027.

ATTEST:

_____	_____
Jennifer Adams	Matthew Durham\
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading: November 17, 2026
Second Reading: December 01, 2026
Third Reading: December 08, 2026
Public Hearing: December 08, 2026

EXHIBIT A to Ordinance 2026-26

ARTICLE II. - REGULATORY CODES

Sec. 6-40. - General.

The following mandatory and permissive nationally recognized codes, as well as their respective administration sections, and any such code editions and versions updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, are hereby adopted by reference, as required under S.C. Code § 6-9-50 or permitted under S.C. Code § 6-9-60:

Mandatory Codes[1]:

1. 2024 International Building Code with South Carolina modifications;
2. 2024 International Residential Code with South Carolina modifications;
3. 2024 International Fire Code with South Carolina modifications;
4. 2024 International Plumbing Code with South Carolina modifications;
5. 2024 International Mechanical Code with South Carolina modifications;
6. 2024 International Fuel Gas Code with South Carolina modifications;
7. 2023 National Electrical Code (NFPA 70) with South Carolina modifications; and the
8. 2009 International Energy Conservation Code.

Permissive Codes:

1. 2024 International Existing Building Code;
2. 2024 International Performance Code for Buildings and Facilities;
3. 2021 International Property Maintenance Code; and the
4. 2024 International Swimming Pool and Spa Code.

Pursuant to S.C. Code § 6-9-50 and § 6-9-60, Oconee County hereby adopts the provisions of the codes referenced in this Article that concern the qualification, removal, dismissal, duties, responsibilities of, and the administrative procedures for all building officials, deputy building officials, chief inspectors, other inspectors, and assistants. “Oconee County” is hereby inserted as the applicable jurisdiction in each of the codes.

Sec. 6-41. - International Building Code with South Carolina Modifications.

The 2024 International Building Code with South Carolina modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-42. - International Energy Conservation Code with South Carolina Modifications.

The 2009 International Energy Conservation Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, and its respective administration sections

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Effective January 1, 2027

contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-43. - International Fire Code with South Carolina Modifications.

The 2024 International Fire Code with South Carolina modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-44. - International Fuel Gas Code with South Carolina Modifications.

The 2024 International Fuel Gas Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-45. - International Mechanical Code with South Carolina Modifications.

The 2024 International Mechanical Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-46. - International Plumbing Code with South Carolina Modifications.

The 2024 International Plumbing Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-47. - International Residential Code with South Carolina Modifications.

The 2024 International Residential Code with South Carolina Modifications and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-48. - National Electrical Code with South Carolina Modifications

The 2023 National Electrical Code (NFPA 70) with South Carolina Modifications is hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-49. - International Existing Building Code.

The 2024 International Existing Building Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-50. - International Performance Code for Buildings and Facilities.

The 2024 International Performance Code for Buildings and Facilities, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1, are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-51. - ~~International Property Maintenance Code.~~ Reserved.

~~The 2021 International Property Maintenance Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1 are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.~~

~~*The following changes or additions to the International Property Maintenance Code are hereby adopted:*~~

~~*Section 103.1 – "Code Enforcement"*~~

~~*Section 107 and 108 – "See Section 6-85 of the Oconee County Code of Ordinance for provisions related to appeals."*~~

~~*Section 302.4 – "Reference other provisions in this Section 302 in relation to sanitation, rodent harborage, and the like"* is inserted in the blank contained in this section with respect to weeds.~~

~~*Section 602.3 – November to April.*~~

~~*Section 602.4 – November to April.*~~

Ordinance 2026-22, which was unanimously approved by Oconee County Council on July 07, 2026, repeals, in its entirety, the International Property Maintenance Code from the Oconee County Code of Ordinances.

Sec. 6-52. – International Swimming Pool Code

The 2024 International Swimming Pool and Spa Code, as (and if) updated or modified by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration sections contained in Chapter 1, are hereby adopted and incorporated into this chapter of the Oconee County Code of Ordinances by reference.

Secs. 6-53 - 6-80. - Reserved.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2026-15

A RESOLUTION APPOINTING AND COMMISSIONING PEYTON DURHAM AS CODE ENFORCEMENT OFFICER (PARK RANGER) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein;

WHEREAS, consistent with S.C. Code § 4-9-145 and O.C. Code §§ 22-71 through 74, the Oconee County Council (the "Council") may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (park rangers) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the county in connection with county parks and recreation areas.

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

Section 1. The following persons: Peyton Durham is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, these individuals shall not perform any custodial arrests in the exercise of their duties as code enforcement officers.

Section 2. The code enforcement authority possessed by these individuals shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience

of the county as regards county parks and recreation areas. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide each code enforcement officer with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of their appointment and commissioning hereby.

Section 4. Each of the above-named persons shall serve as code enforcement officers until their appointment and commission is revoked or their employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this _____ day of _____, 2026, in meeting duly assembled.

ATTEST:

_____	_____
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

RESOLUTION R2026-16

PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT GROW, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND ANDERSON COUNTY SO AS TO INCLUDE PROJECT PROPERTY IN THE 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 the provisions of Title 12, Chapter 44 ("FILOT Act"), and Title 4, Chapter 1 ("Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended ("Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the FILOT Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects, through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes ("FILOT") with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers, the industrial development of the State of South Carolina ("State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, Project Grow ("Company") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial facility in the County (collectively, "Project"), which will result in expected investment by the Company in the Project of approximately $150,000,000 in non-exempt investment and the expected creation of approximately 257 new, full-time jobs (with benefits) in connection therewith, by the end of the investment period established under the FILOT Agreement;

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and infrastructure credit incentives with respect to the Project;

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, "Multi-County Park Authority"), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a "Park")

established by the County pursuant to qualifying agreement with an adjoining South Carolina county ("Park Agreement");

WHEREAS, the County has considered South Carolina Revenue Ruling #26-4 (August 11, 2026), in which the South Carolina Department of Revenue concluded that a sponsor's failure to place economic development property in service on or before the last day of the property tax year that is three years after a fee agreement is entered into does not result in automatic termination of the fee agreement, and that such date instead becomes the commencement date from which the investment period runs; the County Council intends that the Fee Agreement authorized by this Resolution contain terms addressing the timing of investment, as that ruling expressly contemplates;

WHEREAS, as a further inducement for the Company to locate in the County, the County may determine to sell to the Company certain real property owned by the County comprising the site of the Project, upon terms to be set forth in a purchase and sale agreement to be authorized by subsequent ordinance; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; that the benefits of the Project will be greater than the costs; the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth;

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act, there is hereby authorized to be executed a fee in lieu of tax agreement ("FILOT Agreement") between the Company and the County. The FILOT Agreement shall provide an assessment ratio of six percent for Project property. The millage rate for Project property for FILOT purposes shall be fixed for the entire term of the FILOT Agreement at the cumulative property tax millage rate levied by or on behalf of all taxing entities within which the Project is located as of June 30, 2026, which millage rate is 214.9 mills. The FILOT Agreement shall provide for forty annual FILOT payments with respect to the Project and with respect to each Phase of the Project. To that end, and pursuant to Section 12-44-30(21) of the FILOT Act, the County Council, having considered the anticipated capital investment, job creation, payroll, infrastructure, and addition to the tax base of the County that the Project represents, hereby finds that the Project confers a substantial public benefit upon the County, approves in advance an extension of the termination date beyond the twenty-ninth year by ten years, to the last day of the property tax year which is the thirty-ninth year following the first property tax year in which applicable economic development property is placed in service, and agrees that the FILOT Agreement shall so provide. The County Council further authorizes the Chairman, the Clerk to County Council, and the County Administrator to execute and deliver any further instrument, and directs that the County Council consider and adopt any further resolution, necessary or convenient to confirm that extension upon application by the Company.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site of the Project to be located in a Park. Pursuant to Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for two special source revenue credits against payments in lieu of taxes, to be applied in the following order. The first credit ("SSRC 1") shall equal 33.7% of each FILOT payment, which the County Council understands will produce a net payment substantially equivalent to a fee calculated at a four percent assessment ratio, and shall apply to each of the forty FILOT payments. The second credit ("SSRC 2") shall be applied to the amount remaining after SSRC 1 and shall equal 80% of each of the first 10 payments, 65% of each of payments 11 through 20, and 50% of each of payments 21 through 40. Both credits shall

be calculated and applied after payment of the amount due the non-host county under the Park Agreement; shall in no event exceed, in the aggregate, the amount actually expended by the Company with respect to qualified Infrastructure at any point in time; and shall be deemed to be applied first to real property and infrastructure improvements before being applied to any personal property.

(c) In light of South Carolina Revenue Ruling #26-4, and as that ruling expressly contemplates, the FILOT Agreement shall fix the commencement date by contract and shall further provide:

(i) an outside commencement date of December 31, 2029 ("Outside Commencement Date"), on or before which the Company shall place economic development property in service at the Project; that the Outside Commencement Date may be extended only by written instrument of the County approved by County Council; that, if no portion of the Project has been placed in service on or before the Outside Commencement Date and the County has not so extended it, the FILOT Agreement shall become null and void ab initio, without any further action by the County;

(ii) that, in lieu of the nullity described in subsection (i), the County may elect by written notice to the Company to treat the failure to place economic development property in service on or before the Outside Commencement Date as an event of default, uncured within 30 days after written notice from the County, entitling the County to terminate the FILOT Agreement and to pursue the remedies provided in it;

(iii) that the investment period shall end eight years after the commencement date, the County Council hereby approving in advance, and agreeing to grant, an extension of the five-year investment period by three years as Section 12-44-30(13) of the FILOT Act permits; that the Act minimum investment must nonetheless be made within five years of the commencement date, no extension of that period being permitted; and that any further extension of the investment period shall require the prior written agreement of the County approved by County Council, the Company having no right to extend the investment period unilaterally or by application to the Department of Revenue;

(iv) that no special source credit shall be claimed with respect to any property tax year beginning before the first property tax year in which economic development property is placed in service at the Project;

(v) such provision for adjustment or reset of the millage rate, or for a minimum annual payment accruing from execution, as the County Council may direct, in the event economic development property is not placed in service at the Project on or before the Outside Commencement Date.

(d) The FILOT Agreement shall provide for recapture and reduction of the special source revenue credits as follows. If the Company fails, by the end of the investment period, to make a capital investment of at least $150,000,000 in the Project and to create at least 125 new, full-time jobs at the Project, then SSRC 1 shall be discontinued prospectively, the Company shall repay to the County the aggregate benefit of SSRC 1 received for all prior years, and the number of FILOT payments shall be reduced from forty to thirty. If the Company fails, by the end of the investment period, to make a capital investment of at least $150,000,000 in the Project and to create at least 200 new, full-time jobs at the Project, then SSRC 2 shall be reduced, both retroactively and prospectively, in proportion to the shortfall, weighted 80% to investment and 20% to job creation. Any repayment obligation arising under this subsection shall bear interest as provided by law.

(e) The County may convey the site of the Project to the Company upon terms to be set forth in a purchase and sale agreement authorized by subsequent ordinance. Any such conveyance shall be conditioned upon the Company's covenant to commence and complete construction of the improvements comprising the Project on or before a date certain to be set forth in the purchase and sale agreement, and shall reserve to the County a right to repurchase the site, at the price paid by the Company, in the event that covenant is not satisfied, all as set forth in the purchase and sale agreement. Such covenant and repurchase right shall survive the closing of the conveyance and shall be set forth in the deed or in a separate instrument recorded with it.

(f) The County Council acknowledges that the South Carolina Coordinating Council for Economic Development has recommended a State grant to the County, in an approximate amount of $1,500,000, for the general purpose of road infrastructure improvements on South Carolina Highway 59 serving the Project and the industrial park in which the Project is located. The County Council authorizes the

County to apply for, accept, and expend that grant for that purpose, and to enter into any performance or grant agreement the Coordinating Council requires in connection with it. The grant proceeds are State funds passed through the County and applied to public road infrastructure, and are not a County grant, forgivable loan, or cash incentive to the Company.

Section 2. The provisions, terms, and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. Nothing in this Resolution shall be construed as obligating the County to execute the FILOT Agreement or any related document, or to provide any incentive described herein, unless and until the County Council has authorized the same by ordinance and the definitive documents have been executed and delivered by all parties.

Section 4. Except for the special source revenue credits described in Section 1(b), the State grant described in Section 1(f), and public infrastructure constructed, owned, and operated by the County or another public body serving the industrial park generally, no grant, forgivable loan, infrastructure reimbursement payable other than as a credit against fees in lieu of taxes, or other cash incentive is authorized by this Resolution, and none shall be provided to the Company with respect to the Project except pursuant to a separate action of the County Council.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. The authorization of the execution and delivery of the documents related to the FILOT Agreement, and all other related documents or obligations of the County, is subject to compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 7. It is the intention of the County Council that this Resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act, and that the date of adoption of this Resolution shall be the date on which the County has identified or taken action reflecting the Project for purposes of Section 12-44-40 of the FILOT Act.

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

DONE in meeting duly assembled this ____ day of _____, 2026.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE November 17, 2026
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Ordinance 2026-39 amends Ordinance 2023-20, a Public Infrastructure Reimbursement Agreement (PIRA) between Seneca Cotton Mill Owner, LLC (Company) and Oconee County, that was entered into to assist with the redevelopment of the former Utica Cotton Mill property in Seneca.

BACKGROUND DESCRIPTION:

Ordinance 2023-20 was approved by the Oconee County Council on December 31, 2023 as part of a comprehensive package of local, state and federal incentives for a $100 million repurposing of the former Utica Cotton Mill Site into 270 new housing units. The project is being done in two phases. The PIRA provides 20-year property tax incentives for each of the phases and requires the first investment be made by January 1, 2027. Approval of the PIRA also required approval by the City of Seneca. The City's approval of the PIRA was not completed until September 2025.

In October 2026, the Company contacted Oconee County and indicated they did not anticipate placing a portion of the property into service by the January 1, 2027 deadline as the process of securing funding and needed incentives had taken longer than expected. The Company asked if the County would consider extending the investment period due to the adjusted development timeline.

Ordinance 2026-39 would amend Ordinance 2023-20 by extending the investment period an additional three years. It requires that some portion of the redevelopment be placed into service on or before January 1, 2029 and that the investment period close no later than December 31, 2031.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Seneca Mill Lofts is a bold project that presents a significant risk for the developer and requires support from the local, state and federal levels.
- The mill, built in 1900 and vacant since 2001, has fallen into significant disrepair.
- The property is located in an Opportunity Zone.
- The project will meet a growing housing demand in the county for working adults and families that support the operations of our manufacturers and service providers.
- The project's proximity to downtown Seneca and Seneca Rail Park will be beneficial to both.
- The project will likely be the impetus for additional investment in the Utica Community and Oconee County.
- The developers are ready to move forward with the project and on November 4 held a community meeting in Seneca to unveil the plans and timeline for the project. The event received significant coverage in the locally and regionally.
- Oconee County supports the repurposing of older, abandoned textile sites and recognizes the benefit to the community. The successful redevelopment of Newry Mill is an example of the County's support for such initiatives.

FINANCIAL IMPACT [Brief Statement]:

- The project will generate more than four times the property tax revenue Oconee County currently receives on the vacant property.

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

Approved by: _____Finance

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.

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2026-39 which amends Ordinance 2023-20.

Submitted or Prepared By:

_____

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

_____

Stewart Jones, County Administrator

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-39

AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND SENECA COTTON MILL OWNER, LLC, IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN OCONEE COUNTY; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("***County***"), acting by and through its County Council ("***Council***"), is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended ("***Code***"), including South Carolina Code Annotated section 4-1-170, South Carolina Code Annotated section 4-1-175, and South Carolina Code Annotated section 4-29-68 (collectively, "***Park Act***"), and Article VIII, Section 13(D) of the South Carolina Constitution, to provide reimbursements to investors for the purpose of defraying certain costs of infrastructure serving a project and, in conjunction with one or more other counties, to create a joint county industrial or business park to facilitate such reimbursements;

WHEREAS, by Ordinance No. 2023-20, enacted December 5, 2023 ("***2023 Ordinance***"), Council authorized the execution and delivery of that certain Public Infrastructure Reimbursement Agreement, dated as of December 31, 2023 ("***PIRA***"), by and between the County and Seneca Cotton Mill Owner, LLC, a South Carolina limited liability company ("***Company***"), in connection with the Company's redevelopment of the historic mill property located in the City of Seneca, South Carolina ("***City***"), and the inclusion of that property in the Oconee-Pickens Park ("***Park***") created by that certain Agreement for Development of a Joint County Industrial and Business Park (Project Seneca Mills), dated as of December 31, 2023, by and between the County and Pickens County, South Carolina ("***Park Agreement***");

WHEREAS, the City consented to the inclusion of the property in the Park by Resolution No. 2025-13, adopted September 9, 2025;

WHEREAS, the PIRA requires that some portion of the Property be placed in service on or before January 1, 2027, and defines the Investment Period by reference to the earlier of the first property tax year in which property is placed in service and the property tax year in which the PIRA is executed;

WHEREAS, the Company has reported to the County that the City's approval of the PIRA was not completed until September 2025 and that the Company does not anticipate being able to place a portion of the Property in service on or before January 1, 2027, and has requested that the PIRA be amended to extend that date to January 1, 2029 and to clarify the end of the Investment Period;

WHEREAS, Section 5.6 of the PIRA provides that the PIRA may be modified or amended in writing by agreement between the County and the Company, and, because Council approved the form of the PIRA by the 2023 Ordinance, the County has determined to present the proposed amendment to Council for approval;

WHEREAS, the County has caused to be prepared and presented to Council the form of a First Amendment to Public Infrastructure Reimbursement Agreement ("***First Amendment***"), the substantially final form of which is attached to, and incorporated in, this Ordinance as Exhibit A, in which the County and the Company have agreed to the specific terms and conditions of the proposed amendment;

WHEREAS, it appears that the First Amendment now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the PIRA.

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

Section 1. ***Authorization and Approval of First Amendment.*** The form of the First Amendment presented at this meeting and attached as Exhibit A is approved, and all of the terms of the First Amendment are incorporated in this Ordinance by reference as if the First Amendment were set out in this Ordinance in its entirety. The Chair of Council and the Clerk of Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the First Amendment in the name of and on behalf of the County, and to cause the executed First Amendment to be delivered to the Company, to the City, and to Pickens County. The First Amendment is in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 2. ***Authorization for County Officials to Act.*** The Chair of Council, the Clerk of Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant to this Ordinance and the First Amendment.

Section 3. ***Effect on 2023 Ordinance.*** Except as expressly provided in the First Amendment, the 2023 Ordinance and the PIRA remain in full force and effect. The County shall continue to use its commercially reasonable efforts to maintain the Property within the boundaries of the Park, or a replacement or successor park, in accordance with Section 1 of the 2023 Ordinance, for the duration of the PIRA as amended by the First Amendment.

Section 4. ***General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 5. ***Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

Passed and approved: _____ ___, 2026

OCONEE COUNTY, SOUTH CAROLINA

_____
Chair, Oconee County Council

[SEAL]

ATTEST:

_____
Clerk of Council, Oconee County Council

First Reading:	November 17, 2026
Second Reading:	December 01, 2026
Public Hearing:	December 08, 2026
Third Reading:	December 08, 2026

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF
FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT
[SEE [] PAGES, ATTACHED]

FIRST AMENDMENT

TO

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SENECA COTTON MILL OWNER, LLC

Dated as of [] [], 2026

FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT ("***First Amendment***") is made and entered into as of [] [], 2026, by and between OCONEE COUNTY, SOUTH CAROLINA ("***County***"), a body politic and corporate and a political subdivision of the State of South Carolina ("***State***"), acting by and through the Oconee County Council ("***County Council***") as the governing body of the County, and SENECA COTTON MILL OWNER, LLC, a South Carolina limited liability company ("***Company***"), with the acknowledgment and agreement of the CITY OF SENECA, SOUTH CAROLINA ("***City***").

WITNESSETH:

Recitals.

The County and the Company are parties to that certain Public Infrastructure Reimbursement Agreement, dated as of December 31, 2023 ("***Reimbursement Agreement***"), the execution and delivery of which were authorized by the County Council by Ordinance No. 2023-20, enacted on December 5, 2023 ("***2023 Ordinance***"). Capitalized terms used and not otherwise defined in this First Amendment have the meanings given to them in the Reimbursement Agreement.

The Reimbursement Agreement contemplates that the Real Property will be located in the Oconee-Pickens Park created by that certain Agreement for Development of a Joint County Industrial and Business Park (Project Seneca Mills), dated as of December 31, 2023, by and between the County and Pickens County, South Carolina ("***Park Agreement***"). The City consented to the inclusion of the Property in the Park by Resolution No. 2025-13, adopted on September 9, 2025 ("***City Resolution***").

The definition of "Investment Period" in Article I of the Reimbursement Agreement requires that some portion of the Property be placed in service on or before January 1, 2027, and ends the Investment Period by reference to the earlier of the first property tax year in which property is placed in service and the property tax year in which the Reimbursement Agreement is executed.

The Company has reported to the County that the City's approval of the Reimbursement Agreement was not completed until September 2025, that the Company has since been working toward a closing with its lenders and tax credit investors so that construction of the Project may begin, and that the Company does not anticipate being able to place a portion of the Property in service on or before January 1, 2027.

The County and the Company desire to amend the Reimbursement Agreement to extend the date by which a portion of the Property must be placed in service and to clarify the end of the Investment Period, all as set forth in this First Amendment.

Section 5.6 of the Reimbursement Agreement provides that the Reimbursement Agreement may be modified or amended in writing by agreement between the County and the Company. The County Council has authorized the County to enter into this First Amendment by Ordinance No. []-[], enacted on [] [], 2026 ("***Amending Ordinance***").

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

Section 1. Recitals. The recitals set forth above are incorporated into and made a part of this First Amendment.

Section 2. Amendment of Definition of "Investment Period". Article I of the Reimbursement Agreement is amended by deleting the definition of "Investment Period" in its entirety and replacing it with the following:

"**Investment Period**" shall mean the period commencing January 1, 2024, and ending on the last day of the second property tax year following the first property tax year in which property is placed in service[, but in no event later than December 31, 2031]; provided, however, that some portion of the Property must be placed in service on or before January 1, 2029.

Section 3. Effect of Amendment; No Default. The parties agree as follows:

(a) The amendment of the definition of "Investment Period" in Section 2 is effective as of the date of the Reimbursement Agreement and shall be given effect as though originally set forth in the Reimbursement Agreement.

(b) No Event of Default under Section 4.8 of the Reimbursement Agreement has occurred, or shall be deemed to have occurred, by reason of the definition of "Investment Period" as it read before this First Amendment or by reason of any portion of the Property not having been placed in service on or before January 1, 2027.

Section 4. Park Agreement. The County and the Company acknowledge that Section 16 of the Park Agreement provides that the Park Agreement shall not expire and may not be terminated to the extent that the County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including the Company, to provide public infrastructure reimbursements, including those set forth in the Reimbursement Agreement, "as may be amended, modified, or supplemented from time to time." The Reimbursement Agreement, as amended by this First Amendment, is such an agreement. The County shall cause a copy of this First Amendment, as executed, to be delivered to Pickens County.

Section 5. Acknowledgment by City. The City, by its signature below, acknowledges and agrees to this First Amendment and confirms that its consent to the inclusion of the Property in the Park, as set forth in the City Resolution, extends to the Reimbursement Agreement as amended by this First Amendment.

Section 6. Expenses. In accordance with Section 4.6 of the Reimbursement Agreement, the Company shall reimburse the County for the reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, and approval of this First Amendment and the Amending Ordinance, including attorneys' fees.

Section 7. Ratification; Conflicts. Except as expressly amended by this First Amendment, the Reimbursement Agreement remains unchanged and in full force and effect and is ratified and confirmed by the parties. In the event of any conflict between this First Amendment and the Reimbursement Agreement, this First Amendment controls. From and after the date of this First Amendment, each reference in the Reimbursement Agreement to "this Reimbursement Agreement" means the Reimbursement Agreement as amended by this First Amendment.

Section 8. Miscellaneous. The following provisions apply to this First Amendment:

(a) This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, and may be circulated for signature by electronic transmission in accordance with Section 5.3 of the Reimbursement Agreement.

(b) This First Amendment shall be construed in accordance with and governed by the laws of the State.

(c) Section 5.2 (Binding Effect), Section 5.8 (Severability), and Section 5.9 (Limited Obligation) of the Reimbursement Agreement apply to this First Amendment as if set forth in full in this First Amendment.

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

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

OCONEE COUNTY, SOUTH CAROLINA

By:_____ Date _____
Name:_____
Title:_____

Attest:

By:_____ Date _____
Name:_____
Title:_____

SENECA COTTON MILL OWNER, LLC,
a South Carolina limited liability company

By: Seneca Cotton Mill Manager, LLC,
a Missouri limited liability company
Its: Manager

By: RiseImpact Capital, LLC,
a Missouri limited liability company
Its: Manager

By: Date
Name:
Title:

ACKNOWLEDGED AND AGREED:
CITY OF SENECA, SOUTH CAROLINA

By: Date
Name:
Title:

Attest:

By: Date
Name:
Title:

CLASSIFIEDS

a description of any security as to the claim.

Estate: SHIRLEY JOANN ORR
Date of Death: 9/2/2026
Case Number: 2026ES3700653
Personal Representative: WILLIAM TEDDY CRANE
Address: 550 ORR DRIVE SALEM, SC 29676

Estate: MARY ANN TAYLOR
Date of Death: 7/23/2026
Case Number: 2026ES3700666
Personal Representative: ROBERT LEE TAYLOR
Address: 113 EAST WATERFORD DRIVE SENECA, SC 29672
Attorney, if applicable: ALBERT G. COURIE III
Address: 135-C EAGLES NEST DRIVE SENECA, SC 29678

Estate: JOHN ROBERT CAIN
Date of Death: 9/11/2026
Case Number: 2026ES3700674
Personal Representative: TYLER ELISE HOLYOAK
Address: PO BOX 251 ORDERVILLE, UT 84758
Attorney, if applicable: M. ED MCLAURIN
Address: POST OFFICE BOX 1900 10 COMMONS BOULEVARD

Estate: HERBERT DAVID ROSAMOND
Date of Death: 9/1/2026
Case Number: 2026ES3700667
Personal Representative: DANAE ROSAMOND
Address: 106 STILL WATER BARY DR SALEM, SC 29676
Attorney, if applicable: ANDREW K. HOLLIDAY
Address: POST OFFICE BOX 795 SENECA, SC 29679

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE
CA No. 2026-CP-37-00891

Cross Creek Development of Oconee, Inc.,
Plaintiff,

vs.

Raymond A. Lockhart, if not deceased; if deceased, then Raymond A Lockhart's and any
other deceased parties' Heirs, Devisees, Prsonal Representatives, Successors, Assigns, and Creditors, and all others claiming through him or them any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Doe, and including any unknown persons in the Military service of the United States of America, being a class Designated as Mary Doe; Gary E. Hollifield; Blue Ridge Builders of Oconee, Inc., its Successors and Assigns, names unknown, and all others claiming through it or them any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Doe, and including any unknown persons in the Military service of the United States of America, being a class designated as Mary Doe; also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Roe, including any unknown persons in the Military Service of the United States of America, being a class designated as Mary Roe; the South Carolina Department of Revenue;
the Oconee County Delinquent Tax Collector, and the Oconee County Treasurer, Defendants.

AMENDED SUMMONS AND NOTICE OF FILING AMENDED COMPLAINT
TO THE DEFENDANT(S : Raymond A. Lockhart

Blue Ridge Builders of Oconee, Inc. Unknown parties and/or heirs, and all others claiming any right, title or interest in the subject real property, being as a class designated as John Doe, Mary Doe, John Roe, and Mary Roe; YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Amended Complaint upon the subscriber, at his office at 129 N. Main St., Suite 100, Anderson, South Carolina 29621, within thirty (30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Amended Complaint.
TO MINOR(S OVER FOURTEEN YEARS OF AGE, AND/OR 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 Amended Summons and
Notice upon you. If you fail to do so, application for such appointment will be made by the
Plaintiff(s immediately and separately and such application will be deemed absolute and total in
the absence of your application for such an appointment within thirty (30 days after the service
of the Amended Summons and Amended Complaint upon you.
NOTICE IS HEREBY GIVEN that the original Amended Summons and original
Amended Complaint in the above entitled action were filed in the Office of the Clerk of Court
for Oconee County on October 14, 2026.

s/Michael S. Chambers
SC Bar No. 1178
Bradley K. Richardson P.C.
Attorney for the Plaintiff
129 N. Main St., Suite 100
Anderson, S.C. 29621
(864 222-0292
Mike@BKRLaw.net

NOTICE OF ORDER APPOINTING COUNSEL AND GUARDIAN AD LITEM NISI
TO: THE DEFENDANTS HEREIN, NAMES AND ADDRESSES UNKNOWN, BEING AS
A CLASS DESIGNATED AS JOHN DOE, MARY DOE, JOHN ROE, AND MARY
ROE, INCLUDING ANY THEREOF WHO MAY BE MINORS, IMPRISONED
PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR
IN THE MILITARY, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF
SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY
GUARDIAN OR COMMITTEE, OR OTHERWISE, AND TO THE PERSON WITH
WHOM THEY MAY RESIDE, IF ANY THERE BE:
PLEASE TAKE NOTICE that a Motion for an Order and an Order and a Supplemental
Motion for a Supplemental Order and a Supplemental Order appointing Kelley Yarborough
Woody, Esquire, as Counsel and Guardian ad Litem Nisi, for all persons whomsoever herein
collectively designated as John Doe, Mary Doe, John Roe, and/or Mary Roe, Defendants herein,
names and addresses unknown, including any thereof who may be minors, imprisoned persons,
incompetent persons, in the military service or under other legal disability, whether residents or
non-residents of South Carolina, was filed in the Office of the Clerk of Court for Oconee County,
South Carolina.
YOU WILL FURTHER TAKE NOTICE that unless the said minors or persons under
other legal disability, if any, or someone in their behalf or in behalf of any of them, shall within
thirty (30 days after service of notice of this Order upon them by publication, exclusive of the
day of such service, procure to be appointed for them, or either of them, a Counsel and/or
Guardian ad Litem to represent them for the purposes of this action, the appointment of said
Counsel and/or Guardian ad Litem Nisi shall be made absolute.
s/Michael S. Chambers
SC Bar No. 1178
Bradley K. Richardson P.C.
Attorney for the Plaintiff
129 N. Main St., Suite 100
Anderson, S.C. 29621
(864 222-0292
Mike@BKRLaw.net

Oconee County Council will hold a public hearing at 6 p.m. on Tuesday, November 17, 2026 in Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2026-30 AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT FOX] ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND ANDERSON COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.
ORDINANCE 2026-32 AN ORDINANCE TO REQUIRE NOTIFICATION TO OCONEE COUNTY EMERGENCY SERVICES OF ANY SEWAGE LEAK IN THE COUNTY THAT IS 5000 GALLONS OR GREATER; AND OTHER RELATED MATTERS THERETO.
ORDINANCE 2026-33 AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG OCONEE COUNTY AND CURTEC (U.S.A.), INC; AND PROVIDING FOR OTHER RELATED MATTERS.

The Oconee County Planning and Economic Development Committee will hold a special meeting at 4:30 p.m. on Tuesday, November 10, 2026 in Council Chambers located at 415 S. Pine St., Walhalla, SC.

The Oconee County Transportation Committee will hold a special meeting at 4:30 p.m. on Tuesday, November 17, 2026 in Council Chambers located at 415 S. Pine St., Walhalla, SC.

NOTICE OF SALE
Docket No. 2026-CP- 37-00404

By virtue of a decree heretofore granted in the case of BC Adams LLC against Lake Hartwell Villas, LLC, I, the undersigned Clerk of Court for Oconee County, will sell on
Monday, November 2, 2026, at 11:00 a.m., at the Oconee County Courthouse, 205 W. Main
Street, Walhalla, South Carolina, to the highest bidder:
All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Center Township, containing 2.261 AC +/- shown on that certain
plat entitled & BOUNDARY LINE ABANDONMENT PLAT BETWEEN TMS 316-00-01-088,
TMS 316-00-01-085, TMS 316-00-01-086, TMS 316-00-01-102 & TMS 316-00-01-002
OWNED BY LAKE HARTWELL VILLAS, LLC CENTER TOWNSHIP OCONEE COUNTY
SOUTH CAROLINA SURVEY AT THE REQUEST OF DAVID WERTAN" dated April 28,
2022 and recorded in the ROD Office for Oconee County in Plat Book 8841 at Page 2.
TMS No. 316-00-01-099
THIS BEING a portion of the same property conveyed to Lake Hartwell Villas, LLC by deed of
CH Foxwood Development, LLC dated April 6, 2022 and recorded April 18, 2022 in the ROD
Office for Oconee County in Book 2803, Page 108.
ALSO All that certain piece, parcel or tract of land situate, lying and being in the State of South
Carolina, County of Oconee, Center Township, containing 32.319 AC+/- shown on that certain
plat entitled & BOUNDARY LINE ABANDONMENT PLAT BETWEEN TMS 316-00-01-088,
TMS 316-00-01-085, TMS 316-00-01-086, TMS 316-00-01-102 & TMS 316-00-01-002
OWNED BY LAKE HARTWELL VILLAS, LLC CENTER TOWNSHIP OCONEE COUNTY
SOUTH CAROLINA SURVEY AT THE REQUEST OF DAVID WERTAN" dated April 28,
2022 and recorded in the ROD Office for Oconee County in Plat Book 8841 at Page 2.
TMS No. 316-00-01-088
THIS BEING a portion of the same property conveyed to Lake Hartwell Villas, LLC by deed of
CH Foxwood Development, LLC dated April 6, 2022 and recorded April 18, 2022 in the ROD
Office for Oconee County in Book 2803, Page 108.
This property also now includes/encapsulates/etc. the following TMS Nos.
316-08-05-0001 BLDG 5 UNIT A LAKE HARTWELL VILLAS
316-08-05-0002 BLDG 5 UNIT B LAKE HARTWELL VILLAS
316-08-05-0003 BLDG 5 UNIT C LAKE HARTWELL VILLAS
316-08-05-0004 BLDG 5 UNIT D LAKE HARTWELL VILLAS
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LESS AND EXCEPT:
2.580 acres - See Deed Book 3260 Page 188 recorded in Oconee County on August 12, 2025 and Plat Book C6 Page 8 recorded in Oconee County on August 12, 2025.
ALSO LESS and EXCEPT THE FOLLOWING CONDO UNITS WHICH HAVE BEEN
RELEASED FROM THE MORTGAGE: ALL those certain pieces, parcels, condominium units, or lots of land lying and being situate in
the State of South Carolina, County of Oconee, being shown and designated as Units A, B, C, & D, Building 1; Units A, B, C, & D, Building 2; Units A, B, C, & D, Building 3; Units A & B,
Building 6; Unit A, Building 20; Units A, B, C & D, Building 27; Units A, B, C, & D, Building 35; Units A, 8, C, & D, Building 36; of LAKE HARTWELL VILLAS HORIZONTAL PROPERTY REGIME and being more particularly described by reference to the Master Deed establishing aforementioned Regime dated April1o, 2023, and recorded in the Office of the Register of Deeds, in Deed Book 2934 at Page 9, records of Oconee County, South Carolina, reference to which Deed being hereby made for a more complete and accurate description. AND ALSO, all of the rights, privileges and common areas appertaining to the above-described Units, as set forth in the Master Deed and By-Laws of Lake Hartwell Villas Horizontal Property
Regime.
RELEASED UNITS:
Building Property Address & Unit TMS No.
Building 1 1 Villa Dr, Unit A 316-08-01-0001
Building 1 1 Villa Dr, Unit B 316-08-01-0002
Building 1 1 Villa Dr, Unit C 316-08-01-0003
Building 1 1 Villa Dr, Unit D 316-08-01-0004
Building 2 2 Villa Dr, Unit A 316-08-02-0001
Building 2 2 Villa Dr, Unit B 316-08-02-0002
Building 2 2 Villa Dr, Unit C 316-08-02-0003
Building 2 2 Villa Dr, Unit D 316-08-02-0004
Building 3 3 Villa Dr, Unit A 316-08-03-0001
Building 3 3 Villa Dr, Unit B 316-08-03-0002
Building 3 3 Villa Dr, Unit C 316-08-03-0003
Building 3 3 Villa Dr, Unit D 316-08-03-0004
Building 6 6 Villa Dr, Unit A 316-08-06-0001
Building 6 6 Villa Dr, Unit B 316-08-06-0002
Building 20 20 Foxwood Dr, Unit A 316-08-20-0001
Building 27 27 Fox Trl, Unit A 316-08-27-0001
Building 27 27 Fox Trl, Unit B 316-08-27-0002
Building 27 27 Fox Trl, Unit C 316-08-27-0003
Building 27 27 Fox Trl, Unit D 316-08-27-0004
Building 35 35 Fox Trl, Unit A 316-08-35-0001
Building 35 35 Fox Trl, Unit B 316-08-35-0002
Building 35 35 Fox Trl, Unit C 316-08-35-0003
Building 35 35 Fox Trl, Unit D 316-08-35-0004
Building 36 36 Condo Trl, Unit A 316-08-36-0001
Building 36 36 Condo Trl, Unit B 316-08-36-0002
Building 36 36 Condo Trl, Unit C 316-08-36-0003
Building 36 36 Condo Trl, Unit D 316-08-36-0004

CURRENT ADDRESS OF PROPERTY IS: Lake Hartwell Villas (too many to list)
Westminister, South Carolina 29693
SUBJECT TO ASSESSMENTS, OCONEE COUNTY TAXES, EXISTING EASEMENTS,
EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES, IF ANY. TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court, at the conclusion of the bidding, Five per cent (5%) of the bid in certified funds or equivalent, as evidence of good faith, same to be applied to the 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 non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within 30 days, then the Clerk of Court may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder.) As a deficiency judgment is demanded, the bidding will remain open for a period of 30 days after the date of sale as provided by law in such cases. Plaintiff may waive any of its rights, including its right to a deficiency judgment, at any time prior to the foreclosure sale. Purchaser to pay for preparation of the Clerk of Court's deed, documentary stamps on the deed, recording of the deed, and interest on the balance of the bid from date of sale to date of compliance with the bid at the rate of 18% per annum.
s/Melissa C. Burton
Melissa Burton
Clerk of Court for Oconee County
Plaintiff& s Attorneys:
J. Kershaw Spong [SC Bar #5289]
C. Elizabeth Weston [SC Bar #103305]
Robinson Gray Stepp & Laffitte, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
kspong@robinsongray.com
lweston@robinsongray.com

Notice is hereby given that Neat Seneca LLC intends to apply to the South Carolina Department of Revenue for a license and/or permit that will allow the sale and ON premises consumption of beer, wine, and liquor at 113 Ram Cat Alley, Seneca, SC 29678. To object to the issuance of this license and/or permit, submit an ABL-20 protest form by October 29th, 2026.
Submit the ABL-20 online at MyDORWAY.dor.sc.gov, or email to ABL@dor.sc.gov

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NOTICE OF APPLICATION

Notice is hereby given that WT Enterprises LLC DBA Common Grounds 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 at 214 E Main St Walhalla, SC 29691.
To object to the issuance of this permit/license, written protest must be postmarked no later than November 13th, 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.


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THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL
IN RE:

BEFORE ME *the undersigned, a Notary Public for the State and County above named, This day personally came before me, 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

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

VELMA J. NELSON
NOTARY PUBLIC
SOUTH CAROLINA

Velma J. Nelson
Notary Public
State of South Carolina

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864.973.6676
upstatetoday.com

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. Trayl[illegible] the South Carolina Department of Health and Environmental Control for a 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)

PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

November 17, 2026 ~ 6:00 p.m.

ORDINANCE 2026-30 AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT FOX] ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND ANDERSON COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.

ORDINANCE 2026-32 AN ORDINANCE TO REQUIRE NOTIFICATION TO OCONEE COUNTY EMERGENCY SERVICES OF ANY SEWAGE LEAK IN THE COUNTY THAT IS 5000 GALLONS OR GREATER; AND OTHER RELATED MATTERS THERETO.

ORDINANCE 2026-33 AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG OCONEE COUNTY AND CURTEC (U.S.A.), INC; AND PROVIDING FOR OTHER RELATED MATTERS.

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

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

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

Ordinance #	ORD 2026-30	ORD 2026-32	ORD 2026-33
1. None			
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Public Comment
SIGN IN SHEET

November 17, 2026 **6:00 PM**

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Chad M Alderman	Animal Control Ord
2	Emily Hitchcock	development standards
3	Paul Hecht	Animal Control Ord.
4	Julie Fous	Animal Control Ord.
5	~~Martha Bearden~~	Animal Control Ord.
6	~~Todd Fouts~~	Animal Control Ord.
7	Tom Markevich	Planning Comm
8	Lynell Hecht	Animal Welfare in Oconee County
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My name is Emily Hitchcock and I vote in Mountain Rest.

I am here today to tell you that this citizen agrees completely with the Nov. 7 editorial in the Upstate Journal. It addressed Chairman Nix's proposal regarding the draft development standards.

In lieu of reading the entire editorial to you, I asked that a copy of the editorial be distributed to each of you to review again as its message is important.

As the editorial pointed out, the "development standards are important and will shape this community for decades. Getting them right is considerably more important than getting them finished by Nov. 16. Public deliberation is not a waste of time. It's the entire point."

Submitted Nov 17, 2026

https://upstatetoday.com/opinion/what-s-the-point-indeed/article_7dfe5cef-13a6-4d3b-9737-2f5c50c35249.html

What's the point, indeed?

The Journal Staff
Nov 7, 2026

"What's the point in us having any meetings?"

That was the question Oconee County Planning Commissioner Brit Adams asked Monday after Chairman David Nix outlined his plans for moving forward with revisions to the county's development standards.

It's a question every Oconee County resident ought to be asking.

For nearly two years, the Planning Commission has painstakingly worked through the county's development standards, a document spanning roughly 200 pages. Commissioners have attended workshops, debated proposed revisions, identified conflicting provisions and voted repeatedly on changes to individual sections. Planning director DeAnn Hester has been detailing those changes in a staff document.

Then, seemingly out of nowhere, a substantially revised document appeared from Nix and unnamed commissioners, threatening to upend much of that work.

Now Nix has decided he will reconcile the competing documents, determine which proposed changes make the cut and present the commission with a finished product for an up-or-down vote.

When asked who would decide between conflicting recommendations, Nix was remarkably candid.

"I'm going to pick it," he said.

And when questioned about whether commissioners would have an opportunity to debate the resulting document, Nix offered another revealing response.

"We're not going to waste any more time."

Apparently, the chairman considers deliberation an inconvenience.

Let's be clear. The Planning Commission has not approved the entire document. But its members have spent countless hours examining individual provisions, debating their merits and casting votes. Those decisions should mean something.

The chairman's responsibility is to facilitate that process, not substitute his personal judgment for the collective decisions of the commission.

Even Hester expressed concern that the proposed approach would diminish commissioners' ability to discuss the changes. Read carefully here: this means you, the citizens, lose opportunity to listen and offer input. This is not a small issue.

She was right.

And there is a larger question here.

Oconee County Council ultimately controls the county's development policies. If council members have a particular vision for those policies and are peddling influence through the process, they should articulate it publicly and defend it.

What taxpayers should not tolerate is a process in which two years of public deliberation can be effectively swept aside in favor of a document assembled by a select few.

The commission's previous votes should be reflected in the final draft. Disagreements should be resolved openly, through discussion and additional votes where necessary.

And commissioners should never be forced to choose between accepting an entire package of questionable provisions or rejecting two years of their own work.

Oconee County's development standards will shape this community for decades. Getting them right is considerably more important than getting them finished by Nov. 16.

Public deliberation isn't a waste of time.

It's the entire point.

Journal Staff

From: Victorious
To: Council Clerk Info
Subject: Animal Control Meeting
Date: Tuesday, November 17, 2026 2:24:29 PM

I ask that you consider serious and strict punishment for anyone who abuses or neglects any animal.
I also ask that No one who has previously abused animals be able to get another. There must be a list available to alert the public.

Sent from Proton Mail for Android.

From: alan patterson
To: Council Clerk Info
Subject: Noise ordinance
Date: Tuesday, November 17, 2026 12:19:06 PM

I am unable to attend today's county council meeting, but I'd like to let council know that my neighbors and I would be in favor of the noise be measured at the source.

Sent from AT&T Yahoo Mail for iPhone

From:	SCSDA
To:	John Elliot - District 1; Matt Durham - District 2; Don Mize - District 3; Tommy James - District 4; Glenn Hart - District 5
Cc:	Council Clerk Info; Jennifer C. Adams
Subject:	TIME SENSITIVE – SCSDA Comments for Tonight's Meeting – Ordinance 2026-37
Date:	Tuesday, November 17, 2026 3:13:59 PM

Dear Members of Oconee County Council:

The South Carolina Sporting Dog Association (SCSDA) appreciates the opportunity to offer comments regarding proposed Ordinance 2026-37, specifically the amendments to Section 4-4 (Restraint) and the addition of Section 4-14 (Breeder, Rescue, and Hunter Registration).

We understand and appreciate the County's efforts to promote responsible animal ownership and address concerns related to animal welfare and irresponsible breeding. Our goal is to ensure that, as the ordinance moves forward, the final language also clearly recognizes the legitimate practices associated with hunting, sporting, and working dogs.

The SCSDA appreciates the hunting-dog exemption included in Section 4-4. We do, however, have some concern that the reference to S.C. Code § 50-11-780 may be interpreted as applying primarily when dogs are actively engaged in hunting. Hunting and working dogs must also be regularly trained, exercised, and conditioned in preparation for their work. We respectfully ask Council to consider clarifying the exemption so that these customary and responsible activities are clearly included.

We would also appreciate additional clarification regarding Section 4-14, "Breeder, Rescue, and Hunter Registration." Because hunters are specifically referenced in the title, it is important that the ordinance clearly explain how these requirements would apply to hunting and sporting-dog owners.

The SCSDA also respectfully asks Council to consider an appropriate exemption for individuals who breed hunting or sporting dogs primarily to maintain proven working bloodlines or produce dogs for their own lawful hunting and sporting purposes, rather than for commercial breeding. Sporting-dog owners may maintain multiple dogs or occasionally breed proven working dogs as part of preserving the characteristics and abilities necessary for their particular hunting activities. Without clear language, these responsible practices could unintentionally fall within registration requirements intended to address very different breeding activities.

We believe these clarifications would help distinguish responsible sporting-dog practices from the animal-welfare and irresponsible breeding concerns the County is seeking to address, while still allowing the County to accomplish the goals of the ordinance.

The SCSDA values the opportunity to work cooperatively with Oconee County and would welcome the opportunity to assist with language that appropriately addresses these concerns while recognizing South Carolina's longstanding hunting and sporting traditions.

We respectfully request that this letter be shared with the members of Oconee County Council and included in the official record regarding Ordinance 2026-37.

Thank you for your time, consideration, and service to the citizens of Oconee County.

Respectfully,

Paul Caskey

South Carolina Sporting Dog Association