



UPDATED A G E N D A
OCONEE COUNTY COUNCIL
SPECIAL MEETING / PUBLIC HEARINGS
Friday, November 05, 2021
10:00 a.m.

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Public Hearings for the Following Ordinance

If you would like to be heard during either of the public hearings, please contact Clerk to Council Jennifer C. Adams at jennifercadams@oconeesc.com or 864-718-1023 so that your participation by may be coordinated.

Ordinance 2021-24 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.”

Third Reading of the Following Ordinances

Ordinance 2021-24 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2021-22 AN ORDINANCE AUTHORIZING (A) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

COUNTY, SOUTH CAROLINA (“COUNTY”), AND PROJECT RUBY SLIPPER WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; (B) THE COUNTY TO TRANSFER REAL PROPERTY OWNED BY THE COUNTY TO PROJECT RUBY SLIPPER; (C) THE COUNTY TO CREATE A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA, AND DESIGNATE THE PROPERTY TO BE OWNED BY PROJECT RUBY SLIPPER AS MULTI-COUNTY PARK PROPERTY; AND (D) OTHER MATTERS RELATED THERETO.

Discussion Regarding Action Items:

**Title: E-One Ladder Fire Truck Department(s): Emergency Services / Keowee Fire Department
Amount: \$ 1,282,209.00**

This Fire Truck is an E-ONE 95’ Rear Mount Platform, with a Cummins X15 605HP Engine, SideStacker Tandem Axle Body, a 500 Gallon Water Tank, Center Mounted Ladder Storage Tunnel, a Waterous CSU 2000 GPM Pump, Advanced Aerial Control System, an Akron StreamMaster II Aerial Tip Monitor and a Breathing Air Platform with One (1) 444CF Cylinder. This apparatus will be built in accordance to NFPA (National Fire Protection Association).

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

E-One and Allsource Enterprises, LLC. dba Safe Industries were awarded an H-GAC contract under contract number FS12-19.

E-One is the Supplier and Allsource Enterprises, LLC., dba Safe Industries, is the Prime Contractor for E-One. Allsource Enterprises, LLC., dba Safe Industries, will provide any service or warranty repairs required.

It is the staff’s recommendation that Council approve the award of the E-One Ladder Truck to Allsource Enterprises, LLC., dba Safe Industries, of Easley, SC in the amount of \$ 1,282,209.00.

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

None as of the publishing of this Agenda

Adjourn

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2021-24

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: NOVEMBER 16, 2021

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE OCONEE COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of the Oconee County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for a special tax district up to any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has created the Keowee Fire Tax District, as a special tax district of the County, according to section 4-9-30(5), Code of Laws of South Carolina, 1976, as amended, an Ordinance of the Oconee County Council enacted on August 19, 2003, as codified in the Code of Ordinances, Oconee County, South Carolina, Article IV of Chapter 14.

(e) The County has determined to acquire, construct, equip, or rehabilitate various capital projects, as more fully described in Section 20 (collectively, “Projects”), and to approve the procurement of the same as described in this Ordinance.

(f) The assessed valuation of all property in the Keowee Fire Tax District in the County as of September 23, 2021 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$50,707,880. Eight percent of this assessed valuation is \$4,056,630.40 (“Keowee Bonded Debt Limit”). As of the date

of this Ordinance (unaudited), the County has outstanding no more than \$525,755.00 of limited-tax general obligation indebtedness subject to the Keowee Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the Keowee Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the Keowee Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$3,530,875.00.

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate \$1,500,000 for the purpose of: (i) funding all or a portion of the Projects; and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of \$1,500,000 in limited-tax, general obligation bonds of the County to be designated “Limited-Tax General Obligation Bonds of Oconee County, South Carolina” (“Bonds”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The County Administrator is further directed to consult with the County’s bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond

pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if

any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. *Execution of Bonds.* The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. *Form of Bonds.* The Bonds shall be in the form as determined by the County Administrator under Section 3.

SECTION 11. *Security for Bonds.* The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof, provided, however, there shall be levied and collected annually upon all taxable property in only the Keowee Fire Tax District in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. *Exemption from State Taxation.* Both the principal of and interest on the Bonds shall

be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general, or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a Notice of Sale or other similar Notice, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses, and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. Authority to Issue Bond Anticipation Notes. If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market

conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered

BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(D) The County Administrator is authorized to determine whether to declare the Bonds as “qualified tax-exempt obligations” according to Section 265(b)(3) of the Code.

SECTION 20. *Project Description and Procurement.* In accordance with the Code of Ordinances, Oconee County, South Carolina, Article V of Chapter 2, specifically sections 2-423, 2-428, and 2-444, the County hereby procures the Projects as are described in the attached Exhibit A, and more generally described as a One E-ONE 95’ Rear Mount Platform, Four-Man Cab, with a Cummins X15 605HP Engine,

SideStacker Tandem Axle Body, a 500 Gallon Water Tank, Center Mounted Ladder Storage Tunnel, a Waterous CSU 2000 GPM Pump, Advanced Aerial Control System, an Akron StreamMaster II Aerial Tip Monitor and a Breathing Air Platform with One 444CF Cylinder, or similar item(s), and related equipment.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the County Administrator, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the County Administrator to retain the law firm of King Kozlarek Law LLC, as its bond counsel, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)
ATTEST:

Clerk to County Council

First Reading: October 5, 2021
Second Reading: October 19, 2021
Public Hearing: November 16, 2021
Third Reading: November 16, 2021

EXHIBIT A
PROJECT DESCRIPTION AND PROPOSAL INFORMATION

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 5, 2021

ITEM TITLE:

Title: E-One Ladder Fire Truck **Department(s):** Emergency Services / Keowee Fire Department **Amount:** \$ 1,282,209.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Budget: \$1,500,000.00
GO Bond

Project Cost: \$ 1,282,209.00

Balance: \$ 217,791.00

Finance Approval:

Sally Lowery
for LVP 11/3/2021

BACKGROUND DESCRIPTION:

This Fire Truck is an E-ONE 95' Rear Mount Platform, with a Cummins X15 605HP Engine, SideStacker Tandem Axle Body, a 500 Gallon Water Tank, Center Mounted Ladder Storage Tunnel, a Waterous CSU 2000 GPM Pump, Advanced Aerial Control System, an Akron StreamMaster II Aerial Tip Monitor and a Breathing Air Platform with One (1) 444CF Cylinder. This apparatus will be built in accordance to NFPA (National Fire Protection Association).

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

SPECIAL CONSIDERATIONS OR CONCERNS:

E-One and Allsource Enterprises, LLC. dba Safe Industries were awarded an H-GAC contract under contract number FS12-19.

E-One is the Supplier and Allsource Enterprises, LLC., dba Safe Industries, is the Prime Contractor for E-One. Allsource Enterprises, LLC., dba Safe Industries, will provide any service or warranty repairs required.

ATTACHMENT(S):

1. Pricing spreadsheet
2. Allsource Enterprises, LLC., dba Safe Industries HGAC Quote
3. HGAC Contract Pricing Work Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of the E-One Ladder Truck to Allsource Enterprises, LLC., dba Safe Industries, of Easley, SC in the amount of \$ 1,282,209.00.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

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

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

All Options with Pricing
Dated: 10/4/2021

**Pricing for each
option**

FS19JA11	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum	\$1,142,917.00
E-ONE 1125-0003	Allison transmission retarder IPO Jake break (Custom Chassis)	\$17,599.00
E-ONE 3330-0079	Slideout platform-rollerless Officer's Side	\$1,304.00
E-ONE 3320-0018	SCBA Bottle Storage. (8) Fire Shopp SCBA bottle storage with hinged doors with push button latches. (4) officer side and (4) driver side in wheel well area.	\$2,474.00
E-ONE 3305-0001	Hosebed cover aluminum (2) piece with recessed handles SideStacker	\$2,700.00
E-ONE 3305-0023	Nylon black cargo net at rear of diamond plate or vinyl hose bed cover or similar.	\$801.00
E-ONE 3305-0025	Nylon black cargo net on sides for crosslay cover.	\$321.00
E-ONE 3380-0567	(2) Adjustable mounted aluminum SlideMaster roll-out/tilt down model MT with aluminum tray. Location(s): L1, R1	\$2,480.00
E-ONE 3380-0838	(2) Tool Board, PAC brand double sided adjustable slide out tool board on slide model VSO-24 with 24 inches of travel. Location: 2	\$4,654.00
E-ONE 4435-0067	Class 1/Whelen PSTank Water Tank Level Gauge Package. Location of Whelen PSTank Strip-Lights. Each side of cab	\$2,681.00
E-ONE 4005-0021	Increase fire pump size from 1250 GPM to:Waterous CSU1500-2000 (ILO Hale Q-FLO). May Require engine upgrade. May Require Additional Discharges	\$6,400.00
E-ONE 4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or large engine air compressor.	\$2,617.00
E-ONE 4465-0015	FRC In-Control pressure governor TGA300. Includes engine transmission and master pump gauges.	\$5,825.00
E-ONE 4440-0006	2.5" Right intake Akron manual valve.	\$1,593.00
E-ONE 4415-0008	1.5" Front Bumper Discharge Akron Manual Valve	\$2,259.00
E-ONE 4415-0058	(2) 2.5" Crosslay Akron Manual Valve.	\$3,392.00
E-ONE 4415-0057	5" Right Pump Panel Discharge with 3" Akron Manual Valve.	\$3,837.00
E-ONE 5600-0106	E-ONE 4415-0518 4" Right Panel Discharge w/ 3" Akron Valve Electric (Waterous pumps noted location to be forward lower port) Location: [#LOC]	\$6,352.00
E-ONE 5600-0106	Warning light Roto Ray LED with (2) red and (1) clear lights. Locate on front of cab centered below windshield.	\$4,078.00
E-ONE 5600-0286	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location. Front Quad Inboard	\$971.00
E-ONE 5600-0286	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location. Each side cab down low	\$971.00
E-ONE 5600-0423	Warning light Whelen Rota-Beam series model 6RBRC Super LED (PR) red with clear lenses. Location. Each side of body rear facing up high	\$1,418.00
E-ONE 5450-0395	(2) FireTech 35" 12V mini brow light with black housing. Includes switch in cab (driver and officer side facing lights switched separately). Location	\$5,608.00
E-ONE 3370-0245	Permanent fixed shelf.	\$147.00
E-ONE 3370-0246	(7) Adjustable shelf for non-transverse compartments. Location: L1, L5, R1, R2	\$2,135.00
E-ONE 3370-0247	(4) Tracks for adjustable shelf and/or adjustable tray in a compartment. Location: L1, L5, R1, R2	\$944.00
E-ONE 3390-0557	Partition, bolt-in vertical partition wall. Location:	\$322.00
E-ONE 3380-0498	(3) Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: (2) L5, R2	\$2,901.00
E-ONE 3380-0499	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s):	\$1,387.00
E-ONE 4015-0044	Anodes for Waterous pump - (Pair) (1) discharge side and (1) intake side	\$564.00
E-ONE 5450-0540	(2) FireTech 40" 12V double stack bracket mounted light model number FT-MB-2.36-FT-B with a model FT-MBKIT-PX-B bracket mount. Includes switch in cab (driver and officer side facing lights switched separately). Location: [#LOC]. Each side of body on compt top centered above L3/R3	\$7,888.00
E-ONE 5380-0254	Compartment light package ROM V4 LED for large bodies. Includes two lights per compartment (four if transverse).	\$13,593.00
E-ONE 5380-0254	Compartment light package ROM V4 LED for large bodies. Includes two lights per compartment (four if transverse).	\$15,448.00
	Upgrade to Crosslay quadruple single/double stack. Forward two (2) lays single stack to hold up to 200' of 1.75" DJ (each). Third lay double stack to hold up to 200' of 2.5" DJ and fourth lay double stack to hold up to 300' of 1.75".	\$5,039.00
	Upgrade to Smooth plate painted tandem axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	\$980.00
	Total Truck and Options	\$1,274,600.00
	Processing Fee	\$2,000.00
	SC State Sales Tax	\$500.00
	Bonding	\$5,109.00
	Grand Total	\$1,282,209.00



5031 Hwy 153
Easley, SC 29642

(864) 845-7175 (P)
(864) 845-7176 (F)

 www.safeindustries.com

 sales@safeindustries.com

Official Proposal for Keowee Fire Department HGAC Contract # FS12-19

All Source Enterprises LLC. DBA Safe Industries herewith submits a specification of an E-ONE Apparatus on August 17, 2021 in response to the specification request and in compliance with the description and specifications outlined in the meetings held with Keowee Fire Department for

Package: One (1) E-ONE 95' Rear Mount Platform, with a Cummins X15 605HP Engine, SideStacker Tandem Axle Body, a 500 Gallon Water Tank, Center Mounted Ladder Storage Tunnel, a Waterous CSU 2000 GPM Pump, Advanced Aerial Control System, an Akron StreamMaster II Aerial Tip Monitor and a Breathing Air Platform with One (1) 444CF Cylinder

- Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer. Included
- During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer. Included
- Preconstruction and Final Inspection Air Travel, Meals and Expenses for Five (5) Department Personnel Included
- South Carolina Infrastructure Maintenance Fee Included

Total of Package: **\$1,277,100.00**

Performance Bond Option:

- A Performance Bond Can be Provided Priced at \$4.00 per One Thousand Dollars of the Contract Total (\$1,277,100.00)
- Total for a 100% Performance Bond Provided on the Proposed Package Price as Listed Above: \$5,109.00

Total of "Package" with a 100% Performance Bond Option as Described Above: **\$1,282,209.00**



SAFE
INDUSTRIES

5031 Hwy 153
Easley, SC 29642

(864) 845-7175 (P)
(864) 845-7176 (F)

 www.safeindustries.com

 sales@safeindustries.com

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

Signature of Bidder's Representative:

Name: Chase Cummins
Title: Apparatus Salesman
Phone: (864) 520-3927
Email: ccumins@safeindustries.com

Delivery is to be made to the Customer subject to all clauses of the attached contract, within approximately 520 calendar days from receipt of the signed and accepted sales order by the Manufacturer, E-ONE. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond E-ONE's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 60 days.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

10.04.2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Keowee Fire Department	Contractor:	Safe Industries
Contact Person:	Brandon Shirley	Prepared By:	Meredith Martin
Phone:	(864) 944-8666	Phone:	864-671-2233
Fax:		Fax:	864-845-7176
Email:	brandon1703@bellsouth.net	Email:	mmartin@safeindustries.com

Product Code:	FS19JA11	Description:	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$1,142,917.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
E-ONE 1125-0003: Allison transmission retarder IPO Jake break (Custom Chassis)	\$17,599.00	E-ONE 4440-0006: 2.5" Right intake Akron manual valve.	\$1,593.00
E-ONE 3330-0079: Slideout platform-rollerless Officer's Side	\$1,304.00	E-ONE 4415-0008: 1.5" Front Bumper Discharge Akron Manual Valve	\$2,259.00
E-ONE 3320-0018: SCBA Bottle Storage (8) Fire Shopp SCBA bottle storage with hinged door	\$2,474.00	E-ONE 4415-0058: (2) 2.5" Crosslay Akron Manual Valve.	\$3,392.00
E-ONE 3305-0001: Hosebed cover aluminum (2) piece with recessed handles SideStacker	\$2,700.00	E-ONE 4415-0057: 5" Right Pump Panel Discharge with 3" Akron Manual Valve.	\$3,837.00
E-ONE 3305-0023: Nylon black cargo net at rear of diamond plate or vinyl hose bed cover or similar	\$801.00	E-ONE 4415-0518: 4" Right Panel Discharge w/ 3" Akron Valve Electric (Waterous pumps)	\$6,352.00
E-ONE 3305-0025: Nylon black cargo net on sides for crosslay cover.	\$321.00	E-ONE 5600-0106: arming light Roto Ray LED with (2) red and (1) clear lights. Locate on fire	\$4,078.00
E-ONE 3380-0567: (2) Adjustable mounted aluminum SlideMaster roll-out/tilt down model MT	\$2,480.00	E-ONE 5600-0286: Warning light Whelen M6RC series Super LED (PR) red with clear lens.	\$971.00
E-ONE 3380-0838: (2) Tool Board, PAC brand double sided adjustable slide out tool board on sides	\$4,654.00	E-ONE 5600-0286: Warning light Whelen M6RC series Super LED (PR) red with clear lens.	\$971.00
E-ONE 4435-0067: Class 1/Whelen PSTank Water Tank Level Gauge Package. Location of Whelen	\$2,681.00	E-ONE 5600-0423: Warning light Whelen Rota-Beam series model 6RBRC Super LED (PR)	\$1,418.00
E-ONE 4005-0021: Increase fire pump size from 1250 GPM to Waterous CSU1500-2000 (ILO)	\$6,400.00	E-ONE 5450-0395: (2) FireTech 35" 12V mini brow light with black housing. Includes switch	\$5,608.00
E-ONE 4015-0242: Trident primer W/3 barrel push button control. For use with 1250 GPM and	\$2,617.00	Subtotal From Additional Sheet(s): \$29,881.00	
E-ONE 4465-0015: FRC In-Control pressure governor TGA300. Includes engine transmission and	\$5,825.00	Subtotal B: \$110,216.00	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to Eng/Trans Cummins X15 605HP with EVS4500 transmission, 2021 EPA Compliant.	\$15,448.00		
Upgrade to Crosslay quadruple single/double stack. Forward two (2) lays single stack to hold up to 200' of 1.75" DJ (each). Third lay double stack to hold up to 200' of 2.5" DJ and fourth lay double stack to hold up to 300' of 1.75".	\$5,039.00	Subtotal From Additional Sheet(s): \$0.00	
Upgrade to Smooth plate painted tandem axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	\$980.00	Subtotal C: \$21,467.00	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: **2%**

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C): \$1,274,600.00

Quantity Ordered:	1	X Subtotal of A + B + C:	\$1,274,600.00	=	Subtotal D:	\$1,274,600.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: \$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
South Carolina Infrastructure Maintenance Fee (SC IMF Fee)	\$500.00		
100% Performance Bond	\$5,109.00		
		Subtotal F: \$5,609.00	

Delivery Date: Feb-23 **G. Total Purchase Price (D+E+F):** \$1,282,209.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.			
Description	Cost	Description	Cost
E-ONE 3370-0245: Permanent fixed shelf.	\$147.00		
E-ONE 3370-0246: (7) Adjustable shelf for non-transverse compartments. Location: L1, L5, R1, R2	\$2,135.00		
E-ONE 3370-0247: (4) Tracks for adjustable shelf and/or adjustable tray in a compartment. Location: L1, L5, R1, R2	\$944.00		
E-ONE 3390-0557: Partition, bolt-in vertical partition wall. Location:	\$322.00		
E-ONE 3380-0498: (3) Tray, floor mounted roll-out with gas spring, 500 lbs. capacity. Location: (2) L5, R2	\$2,901.00		
E-ONE 3380-0499: Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s):	\$1,387.00		
E-ONE 4015-0044: Anodes for Waterous pump - (Pair) (1) discharge side and (1) intake side	\$564.00		
E-ONE 5450-0540: (2) FireTech 40" 12V double stack bracket mounted light model number FT-MB-2.36-FT-B with a model FT-MBK	\$7,888.00		
E-ONE 5380-0254: Compartment light package ROM V4 LED for large bodies. Includes two lights per compartment (four if transverse)	\$13,593.00		
		Subtotal of Options Addtl	\$29,881.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.			
Description	Cost	Description	Cost
		Subtotal of Options Addtl	\$0

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-22**

AN ORDINANCE AUTHORIZING (A) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), AND PROJECT RUBY SLIPPER WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; (B) THE COUNTY TO TRANSFER REAL PROPERTY OWNED BY THE COUNTY TO PROJECT RUBY SLIPPER; (C) THE COUNTY TO CREATE A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA, AND DESIGNATE THE PROPERTY TO BE OWNED BY PROJECT RUBY SLIPPER AS MULTI-COUNTY PARK PROPERTY; AND (D) OTHER MATTERS RELATED THERETO.

WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “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; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on October 19, 2021 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [] (the “Company”) which was known to the County at the time as “Project Ruby Slipper”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of affordable housing and associated products (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$15,400,000 in “economic development property” (as such term is defined in the FILOT Act) subject (non-exempt) to *ad valorem* taxation (in the absence of the Fee Agreement) in the County and the creation of approximately 215 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, as a further inducement for the Company to locate in the County, the County has determined to sell approximately 27 acres (a portion of the Oconee Industry and Technology Park) (as determined by final survey, collectively, “Land”) to the Company for a price of \$10,000 per acre according to the terms and conditions of a purchase and sale agreement, the substantially final form of which is attached as Exhibit C and incorporated herein by reference (“PSA”); and

WHEREAS, the County has determined, solely on the basis of the information supplied to it by the Company, that the Project will 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; and

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, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Ruby Slipper) by and between the County and Pickens County (“MCIP Agreement”), the substantially finally form of which is attached as Exhibit B, pursuant to which the Land shall be located in a “Park” upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council; and

WHEREAS, pursuant to the Inducement Resolution, the County identified the Project as a “project” for purposes of the FILOT Act and indicated the County’s intent to (a) enter into a FILOT Agreement with the Company, the substantially final form of which is attached as Exhibit A and incorporated herein by reference (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the Company has caused to be prepared and presented to the County Council the form of the Fee Agreement, which the Company proposes the County will execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

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

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act;
- (b) 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;
- (c) 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;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms, and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the MCIP Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor and Assessor. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of Counsel to the County, and as are not materially adverse 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 the Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the MCIP 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 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. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. The County authorizes the sale of the Land, and the form, terms, and provisions of the PSA presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the PSA was set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge, and deliver the PSA in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the PSA to be delivered to the Company. The PSA is to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of Counsel to the County, and as are not materially adverse 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 the PSA now before this meeting.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County thereunder.

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

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
John Elliott
Chairman of County Council

ATTEST:

By: _____
Jennifer C. Adams
Clerk to County Council

First Reading: October 19, 2021
Second Reading: November 05, 2021
Public Hearing: December [], 2021
Third Reading: December [], 2021

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF MCIP AGREEMENT

EXHIBIT C
FORM OF PURCHASE AND SALE AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2021, _____, 2021, and _____, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Dated: _____, 2021

Clerk, Oconee County Council

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

OCONEE COUNTY, SOUTH CAROLINA

and

PROJECT RUBY SLIPPER

Dated as of _____, 2021

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[To Be Updated Prior To Execution]

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[To Come]	Project Name:	Project Ruby Slipper
Projected Investment:	\$15,400,000	Projected Jobs:	215
Location (street):		Tax Map No.:	
1. FILOT			
Required Investment:	Contract Minimum Investment Requirement		
Investment Period:	5 Years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 Years
Fixed Millage:	.2278	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	[To Come] ¹		
3. SSRC			
Total Amount:	35%		
No. of Years	Five consecutive years, beginning with first FILOT Payment		
Yearly Increments:			
Clawback information:	See Section 4.02(d)		
4. Other information			

¹ County to advise.

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 20__ by and between **OCONEE COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Oconee County Council (the "*County Council*") as the governing body of the County, and **PROJECT RUBY SLIPPER**, a _____ organized and existing under the laws of the State of _____ (the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) 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 (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("*Special Source Revenue Credit*") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of affordable housing and associated products.

4. Based on information supplied solely by the Company, the County Council has evaluated the Project based on 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, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(I)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain

Infrastructure in connection with the Project, 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 1.01 Definitions

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

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

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

“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.

“Company” shall mean Project Ruby Slipper, a _____, 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.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation, or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,860,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“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 Administrator” shall mean the Oconee County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Oconee County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Oconee County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the Oconee County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

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

“Diminution in Value” in respect 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 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“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 FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of the appropriate SCDOR PT-300 schedule 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 machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“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 portion 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 Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

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

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean 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.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper), dated as of _____, _____, as amended, between the County and Pickens County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

“Property” shall mean the Land and any Improvements.

“Project” shall mean the Land and all of the Equipment and Improvements that the Company determines to be necessary, suitable, or useful for the purposes described in Section 2.02(b) hereof, 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. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Purchase and Sale Agreement” means that certain Purchase and Sale Agreement between the County and Company dated _____, _____.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement 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 or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“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 shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended, or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to 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.

[End of Article I]

**ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.01 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 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 upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(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 FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is .2278 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of _____, 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 FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing affordable housing and associated products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

**ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 215 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets 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. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 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 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (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 and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator, and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with

respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company, and any Sponsor Affiliates, as applicable, 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 Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes 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 required by the FILOT Act):

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, Improvements without regard to depreciation, and 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 Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of .2278 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments 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 thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates an 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 and any Sponsor Affiliates 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 and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates 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 FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to thirty five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the thirty (30th) day following the last day of the Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an

indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates 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 and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the thirtieth (30th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor, and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components 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. Economic Development Property is disposed of only when it is scrapped or sold or 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 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate 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 or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate 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 FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 **Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement**

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to 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 as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

**ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS**

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. 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 (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Repurchase Right: Purchase Price Adjustment

The Company acknowledges that it is buying the Land subject to the Declarations of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park F/K/A the Echo Hills Business and Industrial Park, as such is recorded with the County Register of Deeds on December 4, 2017, including, without limitation, any repurchase rights of the County described therein.

If upon the expiration of the Investment Period, the Company (together with any Sponsor Affiliates) has failed to meet the Contract Minimum Investment Requirement, the Company must pay an adjusted purchase price for the Land, equal to an additional \$31,869 per acre, payable within 90 days of the expiration of the Investment Period.

Section 5.03 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe and shall be subject to the provisions of Section 5.03 hereof.

Section 5.04 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall intentionally disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on

request, absent an exemption, provided, however, the County is not required to employ any permitted exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement, provided, however, any failure to provide such notice is not an Event of Default under this Fee Agreement.

Section 5.05 Limitation of County's 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 (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

(d) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants shall not be construed as prohibiting an Indemnified Party from engaging, at its discretion, the counsel of that Indemnified Party's choice, and the Company's and/or Sponsor Affiliates' duties as contained in the above-referenced covenants, to reimburse that Indemnified Party for such fees and costs.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases, Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by the Transfer Provisions or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate

under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is thirty (30) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same, provided, however, for the payment of legal expenses, the County is required to provide only a general statement of the amount and nature of the legal expense and requesting the payment of the same. The payment of any Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. Administration Expenses shall not exceed \$7,500 in connection with the review and preparation of Project Ruby Slipper documents.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to, for example, Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, the substantially final form of which is attached to this Fee Agreement, as Exhibit D, subject to any reasonable changes not materially adverse to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event 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 to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or any Sponsor Affiliate 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 thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate 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 or such Sponsor Affiliate is diligently pursuing corrective action; 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 thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates 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 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate 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 or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County 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 County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Project Ruby Slipper
Attn: _____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attn. Amanda Brock, County Administrator
Email: abrock@oconeesc.com

With a copy to: (does not constitute notice)	Oconee Economic Alliance 528 US 123 Bypass Suite G Seneca, South Carolina 29678 Attn.: Annie Caggiano, President
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With a copy to: (does not constitute notice)	Oconee County Attorney 415 South Pine Street Walhalla, South Carolina 29691 Attn.: David Root Email: droot@oconeesc.com
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With a copy to: (does not constitute notice)	Kozlarek Law LLC Attn: Michael E. Kozlarek, Esq. Post Office Box 565 Greenville, South Carolina 29602-0565
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Section 7.02 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 and any Sponsor Affiliates, the County, and their respective successors and approved 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 7.03 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 7.04 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 7.05 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 7.06 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 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 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 same inclusion of property as under the terms of this Fee Agreement and the same level of incentives contemplated by this Fee Agreement, 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 and any Sponsor

Affiliates with the same benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the inducement so offered by this Fee Agreement, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will consider reforming this Fee Agreement.

Section 7.09 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 thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such 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 FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, 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 7.11 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 7.12 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 7.13 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 Special Source Revenue Credits, 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.

[End of Article VII]

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 Chairman of County Council 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

(SEAL)

By: _____

John Elliott
Chairman of County Council

ATTEST:

Katie Smith
Clerk to County Council

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

PROJECT RUBY SLIPPER

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina, and the Company (the "*Agreement*"), as follows:

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

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

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina, and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

<u>Personal Property Description</u>	<u>Investment Amount</u>
--------------------------------------	--------------------------

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT D

JOINDER AGREEMENT

Reference is hereby made to that certain Fee in Lieu of Tax and Special Source Credit Agreement, effective [], 2021 (“Fee Agreement”), between Oconee County, South Carolina (“County”) and [Project Ruby Slipper], a [] (“Company”).

1. Joinder to Fee Agreement. The undersigned 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; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (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) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 7.01 of the Fee Agreement shall be sent to:

[]

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

[JOINING COMPANY]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

[PROJECT RUBY SLIPPER]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County consents 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

Signature: _____

Name: _____

Title: _____

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

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of December 31, 2021, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2021-22, enacted by Oconee County Council on December [], 2021, and Ordinance No. [], enacted by Pickens County Council on December [], 2021, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County, only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

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

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

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

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

3. Location of the Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Revenue Allocation within Each County.

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

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

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

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

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

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

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

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

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

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

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

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Ruby Slipper] ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and the Company, dated as of December [], 2021, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

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

OCONEE COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is effective as of October [], 2021, by and between OCONEE COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina (“Seller”), and OCONEE HOUSING SOLUTIONS, LLC, a Georgia limited liability company (“Buyer”).

WHEREAS, Seller desires to sell and convey the Property to Buyer, and Buyer desires purchase and acquire the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

“**Business Day**” shall mean a day other than a Saturday, Sunday, or holiday observed by the United States Postal Service.

“**Closing**” shall mean the closing and consummation of the purchase and sale of the Property pursuant to this Agreement.

“**Declaration**” shall refer to any reciprocal easement agreement, declaration, CC&R, or similar agreement that burdens or benefits the Real Property, which shall include, without limitation, the Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a The Echo Hills Business and Industrial Park, dated December 4, 2017, recorded at Book 2319, Page 265 in the records of the Oconee County Register of Deeds (the “**Park Declaration**”).

“**Development Approvals**” shall mean all federal, state, county, and municipal government permits, approvals, and modifications that are necessary for Buyer’s contemplated development and use of the Real Property, which are acceptable to Buyer in its sole discretion, and do not impose upon Buyer or the Real Property any conditions to or limitations on the acquisition, development or use of the Real Property which are unacceptable to Buyer in its sole discretion. The “**Development Approvals**” shall include, but not be limited to, (i) any rezoning or zoning modifications required to allow for Buyer’s contemplated development and use of the Real Property, (ii) any subdivision, re-subdivision, lot consolidation or parcel maps, plats or plans or other similar legal subdivisions, re-subdivisions, partitions, consolidations or recombinations of the Real Property, portions thereof or larger parcels which include the Real Property which may be required by Buyer, (iii) site plan approvals, (iv) written confirmation of availability of all utilities (including easements necessary for delivery of services to the Property) required by Buyer, (v) all approvals and permits (or modifications thereto) by or from the municipal governing body(ies) or other agencies or boards for Buyer’s contemplated development or use of the Real Property (including, but not limited to, land disturbance and erosion control permits), (vii) a building permit to allow for the vertical construction of Buyer’s contemplated development of the Real Property, and (viii) economic development incentives and credits for Buyer’s contemplated development and operation of the Property. A Development Approval shall not be considered to have been received by Buyer for purposes of this Agreement until the expiration of applicable statutory periods of appeal of the issuance of the Development Approval without an appeal being filed or, if the

Development Approval has been issued by the duly authorized governmental body or agency but the issuance of the Development Approval has been appealed, when an appeal of an Development Approval has been resolved in Buyer's favor such that the Development Approval is issued either by court decision that cannot be further appealed or by settlement.

“Escrow Agent” shall mean Fidelity National Title Insurance Company.

“Hazardous Substances” shall mean any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Hazardous Substance Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

“Hazardous Substance Law” shall mean any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

“Improvements” shall collectively mean any buildings, structures, and other improvements located on the Land.

“Intangible Personal Property” shall mean all intangible personal property owned by Seller and related exclusively to the Real Property, including, without limitation (i) any development rights, (ii) any plans and specifications and other architectural and engineering drawings for the Improvements or any other improvements contemplated in connection with the development or potential development of the Land, (iii) any warranties, and (iv) any governmental permits, approvals and licenses (including any pending applications).

“Land” shall mean that certain real property located in Oconee County, South Carolina, consisting of approximately 27 acres, as generally depicted on the attached Exhibit A, and which shall be specifically determined in accordance with the terms of Section 11(d). As of the date of this Agreement, the Land is a portion of tax parcel 221-00-01-001, as reflected in the records of the Oconee County, South Carolina tax assessor's office.

“Permitted Title Exceptions” shall mean (i) taxes and assessments for the year in which the Closing occurs and subsequent years, (ii) such state of facts shown on the Survey and not timely objected to by Buyer pursuant to Section 11 of this Agreement, and (iii) title exceptions listed in the Title Commitment and not timely objected to by Buyer pursuant to Section 11 of the Agreement.

“Property” shall mean the Real Property and all of Seller’s right, title, and interest in and to the Intangible Personal Property.

“Real Property” shall mean the Land, together with (i) any Improvements, (ii) all rights, benefits, easements, and other appurtenances relating thereto, and (iii) all strips and gores and any land lying in the bed of any street, road, alley, open or proposed, adjoining the Land.

“Title Company” shall mean Fidelity National Title Insurance Company, or any other title insurance company acceptable to Buyer.

2. **Purchase and Sale of the Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth herein.

3. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) shall be an amount equal to \$10,000 multiplied by the total acreage of the Land (as set forth on the Plat approved (or deemed approved) by Seller pursuant to Section 11(d)). For illustrative purposes only, if the Land is so determined to be 27 acres, then the Purchase Price would be \$270,000. The Purchase Price, as adjusted by any prorations, credits, or other adjustments set forth in this Agreement, shall be paid by Buyer to Seller (via Escrow Agent or otherwise) at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds.

4. **Earnest Money.** Within 10 Business Days of the execution of this Agreement, Buyer shall deposit with Escrow Agent the sum of \$27,000 as an earnest money deposit under this Agreement (the “Earnest Money”). The Earnest Money shall be held and disbursed in accordance with the terms of this Agreement, including the escrow provisions set forth on Exhibit B. Whenever the Earnest Money is by the terms hereof, to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notices as necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement. The Earnest Money shall be credited to and applied toward the Purchase Price at the Closing.

5. **Closing.** The Closing shall be conducted by escrow through the Title Company on the earlier of (i) the date that is 180 days after the date of this Agreement (the “Outside Closing Date”), or (ii) any date prior to the Outside Closing Date chosen by Buyer and set forth in a written notice from Buyer to Seller at least 10 Business Days prior thereto (as applicable, the “Closing Date”). At the Closing, Escrow Agent shall disburse the Earnest Money (and, if applicable, the balance of the Purchase Price delivered by Buyer) to Seller by Federal Reserve System wire transfer or other immediately available funds.

6. **Closing Deliverables.** For and in consideration of Buyer’s delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing (via Escrow Agent or otherwise) the following documents (all of which shall be duly executed, acknowledged, and witnessed, as applicable):

(a) a limited warranty deed in a form reasonably acceptable to Buyer and the Title Company conveying to Buyer the Real Property, subject only to the Permitted Title Exceptions, but which shall contain a specific reference to the Park Declaration;

(b) a general assignment in a form reasonably acceptable to Buyer conveying all of Seller’s right, title, and interest in and to the Intangible Personal Property;

(c) a title affidavit in the form required by the Title Company in order to issue to Buyer an extended coverage owner’s policy of title insurance without exception for mechanic’s, materialmen’s or

other statutory liens, unrecorded encumbrances, or other rights of parties in possession, and acceptable to Seller, in its reasonable discretion;

(d) a closing statement setting forth the prorations, credits, debits, and disbursements to be made at the Closing in accordance with this Agreement;

(e) a properly completed property transfer tax return or affidavit, if any, in form and substance appropriate to the jurisdiction in which the Land is located;

(f) any affidavit or certification reasonably required by the Title Company or Buyer in order to confirm that Seller is not a foreign entity pursuant to applicable tax laws, and acceptable to Seller, in its reasonable discretion;

(g) a reaffirmation of Seller's representations and warranties contained in this Agreement;

(h) such evidence as the Title Company shall reasonably require as to the authority of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto, and acceptable to Seller, in its reasonable discretion; and

(i) any other instructions, documents or information as Buyer or the Title Company may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement, as are acceptable to Seller, in its reasonable discretion.

7. **Closing Costs.** At the Closing, (i) Seller shall pay the cost of recording the deed referenced in Section 6(a), and (ii) Buyer shall pay the costs of examination of title to the Real Property and any owner's title insurance policy therefor, and any mortgage recording or intangibles tax related to Buyer's financing of the Property. Any escrow or closing fees charged by the Title Company shall be paid by Buyer. Otherwise, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees.

8. **Closing Prorations.** The following items shall be prorated between Seller and Buyer as of the Closing Date:

(a) Any state, county, city, or property taxes and assessments relating to the Property for the tax period in which the Closing occurs. If the actual tax bills for the tax period of Closing have not then been issued, then such proration shall be based on such taxes for the prior tax period.

(b) Sanitary sewer taxes and utility charges.

(c) Charges or payments due under any Declaration.

Any prorations favoring Buyer shall reduce the Purchase Price accordingly, and any prorations favoring Seller shall increase the Purchase Price accordingly. If the parties make any errors or omissions in such prorations or otherwise determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other no later than 12 months after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing, provided, however, subsequent tax bills shall not be grounds to re-prorate taxes. This Section 8 shall survive the Closing for the duration of such 12 month period.

9. **Seller's Representations and Warranties.** The Seller represents and warrants to Buyer as follows:

(a) Seller has good and marketable fee simple title to the Property, free and clear of any liens, claims or encumbrances other than the Permitted Title Exceptions, and, to the best of Seller's knowledge, none of the Property is subject to any unrecorded interests or any rights or options to purchase in favor of any third party.

(b) Seller is a body politic and corporate and a political subdivision of the State of South Carolina. Subject to one or more approving ordinances of Seller's governing body (which, if approved by Seller's governing body, Seller shall obtain and deliver to Escrow Agent prior to the Closing), Seller (and the person(s) executing this Agreement on its behalf) is duly authorized to enter into this Agreement and convey the Property to Buyer.

(c) Seller has not received written notice of any actions, lawsuits or proceedings pending or threatened against the Seller which affect the Property or the ability of the Seller to convey the Property.

(d) To the best of Seller's knowledge, Seller has not used or operated the Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Substances, and the Property has never been used or operated for the storage, use, treatment, manufacture, or disposal of any Hazardous Substances. Furthermore, to the best of Seller's knowledge, the Property is not in violation of any environmental law, statute, regulation, or ordinance, and Seller has not received any notice or communication of any pending or threatened claims with respect thereto.

(e) To the best of Seller's knowledge, none of the Property is subject to any actual or threatened condemnation or other governmental action that may adversely affect any portion of the Property.

(f) There is no default or breach by Seller nor, to the best of Seller's knowledge, any other party thereto, under any Declaration which are to be performed or complied with by the owner of the Property, and no condition or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller nor, to the best of Seller's knowledge, any other party thereto, under any Declaration.

(g) To the best of Seller's knowledge, there are no tenants or occupants of the Property, and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise.

(h) To the best of Seller's knowledge, there are no service contracts or other operational agreements affecting the Property.

The representations and warranties of Seller under this Agreement (i) are true, correct, and complete, and are in full force and effect and binding on Seller as of the date hereof, and (ii) shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing. Furthermore, such representations and warranties shall survive the Closing for a period of 6 months.

10. **Due Diligence.**

(a) **Inspection Right.** Buyer shall have until 5:00pm Eastern time on the date that is 90 days after the date of this Agreement (such period being the "Inspection Period") to test and inspect the

Property and all improvements thereon at Buyer's risk and expense, and to obtain such information as Buyer may require with respect to the potential development of the Property. Buyer shall have the right to obtain, without limitation, title reports, surveys, structural reports, engineering reports, environmental reports, condition reports, development plans, and construction cost estimates as part of such inspection, provided, however, Buyer may not perform any inspections of an invasive nature at the Land without the consent of Seller (which shall not be unreasonably withheld, conditioned, or delayed). Furthermore, Buyer shall use good faith, diligent efforts to conduct its investigations of the Land in such a manner as to not unreasonably disturb the ongoing operations of Seller or any adjacent land owners. In connection with such inspections, Seller hereby grants Buyer and its agents access to the Property therefor. Buyer agrees to repair any damage caused by such inspections and to indemnify and hold Seller harmless from and against any and all liens, claims or causes of action, including reasonable attorney's fees, arising from the activities conducted by Buyer or its agents on the Property, except to the extent the same arise from the negligence or willful misconduct of Seller, its employees, or agents. In the event that Buyer does not terminate this Agreement before the expiration of the Inspection Period, then the rights of access and inspection to the Property granted to Buyer hereunder shall continue through the Closing.

(b) Seller Documents. Within 5 Business Days after execution of this Agreement, Seller shall deliver to Buyer true, correct, and complete copies of all existing title insurance policies, surveys, environmental reports, geotechnological reports, tax bills, title reports, condition reports, leases or other occupancy agreements, inspection reports, environmental reports, notices, licenses, permits, service contracts, litigation notices, and other documents related to the ownership, use or condition of the Property, which are in Seller's possession or reasonable control. Such delivery may be made electronically via email or a data site transmitted to Buyer.

(c) Termination Right. If the results of the inspections of the Property are unsatisfactory to Buyer, in its sole discretion, or for any other reason whatsoever, Buyer may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period, in which case the Earnest Money shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any termination of this Agreement. If Buyer does not exercise its right to terminate this Agreement prior to the expiration of the Inspection Period then the Earnest Money shall become non-refundable to Buyer, except as otherwise expressly set forth in this Agreement.

11. Title/Survey.

(a) Conveyance at Closing. Seller shall convey to Buyer good and marketable fee simple title to the Real Property at the Closing, free and clear of all liens and encumbrances, subject only to (i) the Permitted Title Exceptions and (ii) any other matters of title of which Seller has given Buyer written notice and Buyer fails to timely object to the same in writing. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the date of this Agreement without Buyer's prior written consent.

(b) Objections. Buyer may, at its option, obtain a title insurance commitment with respect to the Real Property (the "Title Commitment"). Buyer shall have until 15 days prior to the expiration of the Inspection Period to give written notice to Seller of any objections to matters of title and survey (such notice being, the "Objections Notice"; such matters contained in any Objections Notice being "Objections"). If Buyer fails to timely deliver any Objections Notice, then Buyer shall be deemed to have waived such right to object to any exceptions or defects then disclosed in the Title Commitment (except for any Monetary Liens, which must be removed by Seller pursuant to subsection (c) below) or the Survey. If Buyer timely delivers the Objections Notice, then Seller may, by delivering written notice thereof to Buyer within 10 days of receipt of the Objections Notice, elect (i) not to take any action to cure such Objections,

or (ii) to cure or satisfy such Objections (any such notice being an “Objections Response”). If Seller does not provide an Objections Response within such 10-day period, then Seller shall be deemed to have elected option (i) above. If Seller elects to cure or satisfy any of the Objections, then Seller shall be obligated to cure or satisfy such Objections on or before 12:00pm Eastern time on the Closing Date. If Seller does not timely provide an Objections Response or the Objections Response does not contain Seller’s election to satisfy all Objections, then within 5 days of the earlier of the foregoing to occur, Buyer may (x) terminate this Agreement by providing written notice thereof to Seller, or (y) waive the Objections to which Seller has not affirmatively committed to cure or satisfy and proceed to the Closing pursuant to the remaining terms and conditions of this Agreement. If Buyer does not affirmatively elect option (x) or (y) above within such 5-day period, then it shall be deemed to have elected option (y). If Buyer terminates this Agreement pursuant to this Section 11, then the Earnest Money shall be returned to Buyer and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

(c) Monetary Liens. Seller shall remove any monetary liens against the Property (collectively, “Monetary Liens”) at or before the Closing. To the extent any Monetary Liens have not been removed by 12:00pm Eastern time on the Closing Date, Buyer may (without any obligation to do so), cause any such Monetary Liens to be removed at the Closing and apply the cost thereof against the Purchase Price, but only if the Closing is actually consummated.

(d) Plat; Subdivision.

(i) Plat. Buyer shall, at its sole cost and expense, cause a surveyor to prepare a current plat of survey of the Real Property (as may be updated, from time to time, pursuant to the procedure set forth in subsection (ii) below, the “Plat”). The Plat shall (i) depict the number of gross acres contained within the boundaries of the Land to the nearest one-hundredth of an acre, but in no event shall the acreage of the Land be less than 24 or more than 30, and (ii) depict the Land as substantially in the location and configuration as shown on Exhibit A.

(ii) Review of Plat. Buyer shall provide a copy of the Plat to Seller for its approval thereof. Within 10 Business Days of receipt of the Plat, Seller shall either (i) notify Buyer that it approves the Plat, in which case the legal description of the Land shall be as set forth on the Plat, or (ii) notify Buyer in writing if the Plat is not acceptable to Seller, with an explanation in reasonable detail as to its specific objections thereto. If Seller does not provide such a notice within such 10 Business Day period, then the Plat shall be deemed approved by Seller, and the legal description of the Land shall be as set forth on the Plat. If Seller provides a notice disapproving of the Plat within such 10 Business Day period, then Buyer shall use good faith efforts to cause its surveyor to modify the Plat to account for Seller’s reasonable objections. If at any point in the future Buyer provides an updated Plat to Seller, the foregoing approval procedure shall be repeated until Seller approves (or is deemed to have approved) the Plat.

(iii) Subdivision. At any time after Seller’s approval (or deemed approval) of the Plat, Buyer may proceed to cause the Land to be legally subdivided as a distinct parcel in accordance with applicable Oconee County, South Carolina requirements (the “Subdivision”). Seller shall use good faith, diligent efforts to cooperate with Buyer in connection with the Subdivision, which shall include, without limitation, promptly executing any necessary documents in connection therewith.

(iv) ALTA Survey. Buyer may, at its sole cost and expense, obtain an ALTA survey of the Real Property (the “Survey”).

(e) Changes in Title/Survey. Buyer shall have the right to object to any new title exception or defect disclosed in any update to the Title Commitment or any new matter disclosed on any update to the Survey (a “New Matter”), in which case it shall have the same rights with respect to such New

Matter as to any Objections set forth in subsection (b) above (including, without limitation, the right to terminate this Agreement and receive the Earnest Money according to the procedures set forth in subsection (b) above). The Closing Date shall be automatically extended to allow any time period contemplated by this subsection (e) to run fully.

(f) Declaration Estoppels. Buyer may, from time to time, notify Seller of any Declaration for which Buyer desires to obtain a written estoppel certificate in a form required by Buyer, and which is reasonably acceptable to Seller, from the declarant or owners' association thereunder. Within 5 Business Days after receipt of any such request that includes Buyer's proposed form of such estoppel certificate, Seller shall request in writing of the applicable signatory party thereto that it executes and delivers such estoppel certificate and shall diligently pursue execution thereof by such party after such request (including, without limitation, coordinating any modifications thereto requested by such party or Buyer). Any such signed estoppel certificate is referred to as a "Declaration Estoppel." To the extent any Declaration Estoppel discloses a default or delinquency of Seller thereunder, (i) that may be cured entirely by the payment of a clearly defined amount of money, then such amount shall be deemed to be a Monetary Lien, and (ii) Seller shall in good faith cure such default or delinquency to the reasonable satisfaction of Buyer and the Title Company prior to the Closing. In the event that any Declaration Estoppel is dated more than 45 days prior to the Closing Date, Buyer may, at any time prior to the Closing, request of Seller that such Declaration Estoppel is "brought forward" to a date within such 45 day period, which process shall be subject to all of the same terms above.

(g) Park Declaration Approval. To the extent that the Park Declaration requires the approval of an architectural review board, owners association, or similar governing body or entity in connection with Buyer's contemplated development of the Real Property (the "Park Declaration Approval"), Seller shall, within 5 Business Days after receipt of Buyer's proposed form, and which is reasonably acceptable to Seller of any Park Declaration Approval, request in writing of the applicable signatory party thereto that it executes and delivers the same, and shall diligently pursue execution thereof by such party after such request (including, without limitation, coordinating any modifications thereto requested by such party or Buyer).

(h) Acknowledgement of Park Declaration. Buyer expressly acknowledges that the Land is subject to the Park Declaration, including, without limitation, any repurchase rights of Seller set forth therein.

12. Conditions to Closing. In addition to other conditions set forth in this Agreement, Buyer's obligation to close on the purchase of the Property is subject to and contingent upon the following conditions precedent, any or all of which Buyer may waive by written notice only:

(a) All representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date.

(b) There shall be no material adverse change to the condition of the Property or otherwise affecting the Property between the time of Buyer's inspection(s) of the Property prior to the expiration of the Inspection Period and the Closing Date, including, but not limited to, (i) environmental contamination, (ii) access, and (iii) any moratorium in place or threatened which would restrict or prevent Buyer from starting and continuing construction on Buyer's proposed development of the Land within 30 days after the Closing Date.

(c) The willingness of the Title Company to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard extended ALTA form owner's policy of title insurance, insuring the amount of the fair market value of the

Property that title to the Real Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Title Exceptions.

(d) Seller has performed all obligations and complied with all covenants required in this Agreement to be performed or complied with by it prior to or at the Closing.

(e) Seller has approved (or is deemed to have approved) the Plat, and the Subdivision has been legally effectuated.

(f) Buyer has received all Development Approvals that Buyer has lawfully and timely requested from any person, entity, department, or division directly or indirectly controlled by Seller, and the same are in full force and effect.

(g) Seller has delivered to Buyer (i) a Declaration Estoppel for the Park Declaration, and (ii) the Park Declaration Approval, each in a form required by Buyer and reasonably acceptable to Seller.

If any of the conditions precedent set forth above are not satisfied or waived in writing by Buyer by 12:00pm Eastern time on the Closing Date, Buyer may, but shall not be obligated to, elect at its sole option by notice to Seller, either to (i) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive such termination, or (ii) close without regarding to the failure of such condition. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify, or amend the representations, warranties, or post-closing covenants of Seller contained herein, which representations, warranties and post-closing Covenants shall survive the Closing as herein provided.

13. **Seller Covenants.** From the date of this Agreement to the Closing, Seller shall ensure the following:

(a) Seller shall operate and manage the Property in a manner consistent with Seller's practices in effect prior to the date of this Agreement.

(b) Seller shall, within 5 Business Days after receipt thereof (but in no event shall such period extend beyond 9:00am Eastern Time on the Closing Date), provide Buyer with a copy of any letter, notice, or other communication that it receives during the pendency of this Agreement that relates to the Property.

(c) Seller shall not convey any portion of the Property or any rights therein, or enter into any conveyance, security document, easement, or other agreement, or amend any existing agreement, granting to any person or entity (other than Buyer) any rights with respect to the Property or any part thereof or any interest whatsoever therein, without Buyer's prior written consent.

(d) Buyer acknowledges that Buyer shall be solely responsible for obtaining the Development Approvals (in its sole discretion) to enable Buyer to develop the Property. Seller shall, however, at no material cost and expense to Seller, cooperate with Buyer in good faith and join with Buyer in the execution of any documents necessary to obtain such Development Approvals.

14. **Default.**

(a) **Buyer's Default.** If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Earnest Money shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

(b) **Seller's Default.** In the event of a default by Seller under the terms of this Agreement which is first discovered by Buyer prior to the Closing, Buyer's remedies hereunder shall be either to (a) terminate this Agreement, receive a refund of the Earnest Money, and seek any other remedies available to Buyer at law or in equity, or (b) seek specific performance of Seller's obligations under this Agreement. In the event that Buyer first discovers after the Closing that any representation, warranty, or covenant contained herein was untrue or breached, as the case may be, as of the Closing Date, Buyer shall be entitled to all remedies provided for herein or otherwise available to Buyer at law or in equity. This Section 14 shall survive the Closing or any earlier termination of this Agreement.

15. **Damage to Property; Condemnation.**

(a) **Casualty.** In the event that prior to the Closing there is (i) a threatened, pending, or effected condemnation concerning the Property (a "Condemnation"), or (ii) any damage to the Property or any part thereof (a "Casualty"), and Buyer does not terminate this Agreement pursuant to this Section 15, then Buyer shall accept the Property in its then condition, and proceed with the transaction contemplated by this Agreement and Seller shall assign to Buyer at the Closing all of Seller's rights to any insurance proceeds payable by reason of such Casualty or any amounts payable due to such Condemnation; provided that, to the extent that as a result of such Casualty, a material health or safety issue results such that the applicable governmental authority requires commencement of repair prior to Closing, Seller shall commence such repairs (and the amount of insurance proceeds payable to Buyer shall be reduced by Seller's costs of such repairs) and diligently pursue completion of the same during the term of this Agreement. Seller shall not compromise, settle, or adjust any claims related to a Casualty or Condemnation without Buyer's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. This Section 15 shall survive the Closing or earlier termination of this Agreement.

(b) In the event that Buyer becomes aware of a Condemnation or Casualty, it may terminate this Agreement at any time thereafter by providing written notice thereof to Seller, in which case the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights or obligations hereunder, except for those which expressly survive any such termination.

16. **Real Estate Commission.** Seller represents and warrants to Buyer that Seller is not represented by any real estate broker or agent in connection with the transaction(s) contemplated by this Agreement. Buyer represents and warrants to Seller that Buyer is not represented by any real estate broker or agent in connection with the transaction(s) contemplated by this Agreement. This Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and

permitted assigns. Buyer shall not assign, transfer, convey, hypothecate, or otherwise dispose of all or any part of its right, title, and interest in this Agreement of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation, or other entity without the prior written consent of Seller (not to be unreasonably withheld, conditioned, or delayed), except that Buyer may assign this Agreement without the prior written consent of Seller to (i) an Affiliate of Buyer, or (ii) to any firm, partnership, corporation or other entity in which Buyer and/or one or more Affiliates of Buyer have a direct or indirect ownership interest. In the event of any such assignment by Buyer without Seller's prior written consent, however, the named Buyer hereunder shall remain jointly and severally liable for the obligations of "Buyer" under this Agreement. For the purposes of this paragraph, "Affiliate" means a person or entity who, directly or indirectly through one or more intermediaries, owns or controls, is owned or controlled by, or is under common control or ownership with the person or entity in question. Seller shall not assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property or this Agreement.

18. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by (a) hand, (b) nationally-recognized overnight express delivery service, or (c) electronic mail (provided that if the receiving Party has not acknowledged receipt thereof within one (1) Business Day after such delivery (which acknowledgement may be given by such party or its counsel via a "read receipt" or response via electronic mail), then the delivering party shall send a copy of such notice via method (a) or (b) above) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

Seller: Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attn. Amanda Brock, County Administrator
Email: abrock@oconeesc.com

With a copy to: Oconee Economic Alliance
(does not constitute notice) 528 US 123 Bypass
Suite G
Seneca, South Carolina 29678
Attn.: Annie Caggiano, President

With a copy to: Oconee County Attorney
(does not constitute notice) 415 South Pine Street
Walhalla, South Carolina 29691
Attn.: David Root
Email: droot@oconeesc.com

With a copy to: Kozlarek Law LLC
(does not constitute notice) Attn: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565
Email: michael@kozlareklaw.com

Buyer: Oconee Housing Solutions, LLC
945 East Paces Ferry Rd. NE
Suite 2650
Atlanta, Georgia 30326
Attn.: Cecil Phillips
Email: cphillips@impacthousing.global

With a copy to: Bird, Loechl, McCants & Holliday, LLC
(does not constitute notice) 3414 Peachtree Road NE
Suite 1150
Atlanta, Georgia 30326
Email: jupshaw@birdlawfirm.com

Any notice or other communication sent as hereinabove provided shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service, (b) on the date indicated on the return receipt if mailed, or (c) on the date of transmission, if sent by electronic transfer device on or before 5:00pm Eastern time (if sent after such time on such day, then it shall be deemed received on the next Business Day), provided that if the receiving Party did not acknowledge receipt thereof within one (1) Business Day after such delivery, then the delivering Party sent a copy of such notice via method (a) or (b) described above.

19. **Time is of the Essence; Effectiveness.** Both parties agree that time is of the essence for this Agreement. This Agreement shall not be binding upon either party until both parties hereto have executed and delivered the same. Such delivery may be made by and to the parties or their respective representatives via electronic mail.

20. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. **Date for Performance.** If the time period or date 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 the Closing must be held, expires on any day other than a Business Day, then such time period shall be automatically extended through 5:00 p.m. Eastern time on the next Business Day.

22. **No Marketing.** During the pendency of this Agreement, Seller shall not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

23. **Governing Law.** This Agreement shall be construed and interpreted under the laws of the state in which the Land is located, without regard to any conflict of law principles that may call for the application of the laws of any other jurisdiction.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (via .pdf or similar format). An executed copy of this Agreement delivered by electronic mail transmission (via a .pdf or similar format) shall be deemed to be an original counterpart hereof for all purposes.

25. **Recording.** Seller and Buyer agree that they will not record this Agreement. Seller shall, however, upon the request of Buyer, execute and deliver to Buyer a short form memorandum of this Agreement in a form reasonably required by Buyer, which Buyer may countersign and record in applicable public records at any time thereafter, provided, however, in the event the Closing does not occur for any reason other than a Seller default, then Buyer shall, upon the request of Seller, execute and deliver to Seller a termination of the short form memorandum of this Agreement in a form reasonably required by Seller, which Seller may countersign and record in applicable public records at any time thereafter.

26. **Miscellaneous.** This Agreement and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision. The Section titles in this Agreement are used only as a matter of convenience and in no way define, limit, or describe the scope or intent of such Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SELLER:

OCONEE COUNTY,
a body politic and corporate and a political subdivision of
the State of South Carolina

By: _____
Name: _____
Title: _____

BUYER:

OCONEE HOUSING SOLUTIONS, LLC,
a Georgia limited liability company

By: Impact Housing Group, LLC, a Georgia limited
liability company, its sole member

By: _____
Name: Cecil Phillips,
Title: Chief Executive Officer

The undersigned hereby joins in this Agreement for the sole purpose of agreeing to perform the duties and obligations of Escrow Agent set forth in this Agreement (as the same may be amended, assigned, or otherwise modified, none of which shall require the consent or approval of Escrow Agent).

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

The area outlined in red below:



EXHIBIT B

Escrow Provisions

1. Escrow Agent agrees to hold, administer, and disburse the Earnest Money pursuant to this Agreement. Escrow Agent shall hold the Earnest Money in a federally insured, non-interest bearing, savings account or other insured, non-interest-bearing account, as Seller and Buyer may jointly direct. Seller and Buyer agree that Escrow Agent may not use or otherwise invest the Earnest Money.
2. Escrow Agent shall disburse the Earnest Money only (i) pursuant to the express terms of this Agreement, (ii) upon receipt of written, joint directions from Seller and Buyer, (iii) upon receipt of written directions from Seller or Buyer that are delivered simultaneously to the other party and such other party does not object thereto within 5 Business Days of its receipt thereof, or (iv) upon receipt of a copy of a closing statement executed by Buyer and Seller at the Closing with authorization from Buyer and Seller to close. In the event of a dispute between Buyer and Seller sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall tender into the registry or custody of any court of competent jurisdiction in which the Land is located the Earnest Money, together with such legal pleadings as the Escrow Agent may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court in which the Land is located as Escrow Agent shall determine to have jurisdiction thereof.
3. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, except for Escrow Agent's willful default or breach of trust, and Escrow Agent shall accordingly not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of Escrow Agent's legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including any written notice of instruction provided for in this Agreement, not only as to Escrow Agent's due execution and the validity and effectiveness of Escrow Agent's provisions but also as to the trust and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement.
4. Notwithstanding anything to the contrary contained herein, in the event that Buyer terminates this Agreement on or before the expiration of the Inspection Period, Escrow Agent shall return the Earnest Money to Buyer without any required consent or agreement from Seller.

For informational purposes only, the primary contact information for Escrow Agent is below:

Fidelity National Title Insurance Company
3301 Windy Ridge Parkway, Suite 300
Atlanta, Georgia 30339
Attn.: Crystal Francis
Cell: (470) 506-4516
Email: crystal.francis@fntg.com

END OF EXHIBIT B

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not 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.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

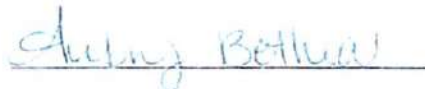
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030



FRIDAY, JANUARY 8, 2021

Public Notice

The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be only on the third Tuesday of each of the three months;
- December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless other-

wise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walthalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

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

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walthalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 2021.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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**PUBLIC HEARING
SIGN IN SHEET**
SPECIAL OCONEE COUNTY COUNCIL MEETING
DATE: November 05, 2021 10:00 a.m.

Public Hearing: Ordinance 2021-24

Ordinance 2021-24 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.”

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

Everyone speaking before Council will be required to do so in a civil manner.

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

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY ADMIN. DEPT.

IN RE: Special Council Meeting, November 5, 2021

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 10/21/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



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

Subscribed and sworn to before me this
10/21/2021

Oconee Publishing

dba THE JOURNAL

210 W. North 1st Street, Seneca, SC 29678
Ph: 864.882.2375 Fax: 864.882.2381
classadmgr@upstatetoday.com

UpstateToday.com

Classified Advertising Invoice

OCONEE COUNTY ADMIN. DEPT.
415 S PINE ST
WALHALLA, SC 29691

Acct#: 63421
Ad#: 34693
Phone#: 864-638-4245
Date: 10/20/2021

Salesperson: HMCALISTER Classification: Legals Ad Size: 1.0 x 0.60

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	10/21/2021	10/21/2021	1	8.87	8.87

Payment Information:

Date: 10/20/2021 Order#: 34693 Type: BILLED ACCOUNT

Total Amount: 8.87
Amount Due: 8.87

Comments: Special Council Meeting, November 5, 2021

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Oconee County Council will have a
Special Council Meeting at 10 a.m.,
Friday, November 5, 2021 in Oconee
County Council Chambers 415 S.
Pine Street Walhalla.

LEGAL NOTICES

LEGALS

later than October 22, 2021. Mail protests to SCDOR, ABL Section, PO Box 125, Columbia, SC 29214-0907 or email to ABL@dor.sc.gov.

NOTICE OF APPLICATION

Notice is hereby given that Kent Distributors Inc intends to apply to the South Carolina Department of Revenue for a license and/ or permit that will allow the sale and off premises consumption of Beer and Wine at 12099 Wells Hwy, Seneca, SC 29678. To object to the issuance of this license, you must submit Form ABL-20, postmarked no later than October 22, 2021.

Mail protests to SCDOR, ABL Section, PO Box 125, Columbia, SC 29214-0907 or email to ABL@dor.sc.gov.

NOTICE OF APPLICATION

Notice is hereby given that Kent Distributors Inc intends to apply to the South Carolina Department of Revenue for a license and/ or permit that will allow the sale and off premises consumption of Beer and Wine at 5034 S Hwy 11, Westminster, SC 29693. To object to the issuance of this license, you must submit Form ABL-20, postmarked no later than October 22, 2021.

Mail protests to SCDOR, ABL Section, PO Box 125, Columbia, SC 29214-0907 or email to ABL@dor.sc.gov.

There will be a public hearing held at 10 a.m., Friday, November 5, 2021 in Oconee County Council Chambers regarding Ordinance 2021-24 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUN-

LEGAL NOTICES

LEGALS

Oconee County Council will have a Special Council Meeting at 10 a.m., Friday, November 5, 2021 in Oconee County Council Chambers 415 S. Pine Street Waihalla.

Clip & Go YARD SALES



102 Jason Dr. Seneca Sat. 10/23/21 8am - 1pm Household items, kitchen ware, all practically brand new, some still in boxes. (Sale may continue on Sun. 10/24)

Multi Family Yard Sale Colonial Heights Subdivision, just past Itron. Oct. 23rd 8am - until. Antiques, 14 kt gold jewelry, Furniture & lots of misc.

YARD SALE 233 Weldon Rd. Westminster

SE

AUTO DETAILING

Blackwell's Window Tinting Auto Detailing

\$20 OFF Full Vehicle Window Tint

With This Ad. Offer Expires 11/24/2021

864.888.2269

Call 973-6676 To List Your Business In The Service Finder!

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY ADMIN. DEPT.

IN RE: Ordinance 2021-24

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 10/21/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
10/21/2021



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



Jess'ca Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

Oconee Publishing

dba THE JOURNAL

210 W. North 1st Street, Seneca, SC 29678
Ph. 864.682.2375 Fax: 864.682.2381
classadmgr@upstatetoday.com

UpstateToday.com

Classified Advertising Invoice

OCONEE COUNTY ADMIN. DEPT.
415 S PINE ST
WALHALLA, SC 29691

Acct#:63421
Ad#:34694
Phone#:864-638-4245
Date:10/20/2021

Salesperson: HMCALISTER Classification: Legals Ad Size: 1.0 x 2.60

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	10/21/2021	10/21/2021	1	38.43	38.43

Payment Information:

Date: 10/20/2021 Order#: 34694 Type: BILLED ACCOUNT

Total Amount: 38.43

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Sat. 10/23/21

8am - 1pm
Household items,
kitchen ware,
all practically brand new,
some still in boxes.
(Sale may continue
on Sun. 10/24)

**Multi Family
Yard Sale**

Colonial Heights Subdivision,
just past Itron.

Oct. 23rd
8am - until.
Antiques, 14 kt gold
jewelry, Furniture &
lots of misc.

YARD SALE

233 Weldon Rd.
Westminster
Fri. 10/22 & Sat 10/23
8am - 1pm
LOTS OF MISC. ITEMS

**CALL 882-2375
TO ADVERTISE**

**ZOO TI
Full Vehicle
Window Tint**

With This Ad.
Offer Expires 11/24/2021

864.888.2269

**Call 973-6676
To List Your
Business In The
Service Finder!**

CUSTOM MADE FURNITURE

**CUSTOM
MADE
FURNITURE
AND
CABINETS**

**The Masters
Wood Shop
864-965-8100**

HOME IMPROVEMENT

