



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 20, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Introduction of the New County Administrator Brian Hester**
- 4. Approval of Minutes**
 - a. March 13th, 2023 Special Called Minutes.
 - b. March 6th, 2023 Minutes.
- 5. Citizen's Comments**
- 6. Public Hearing**
 - a. **3rd Reading of 2022-18** An Ordinance Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park By And Between Chester County, South Carolina (The "County") And York County, South Carolina ("York County") To Enlarge The Boundaries Of The Joint County Industrial Park To Include Certain Real Property Located In Chester County; And Other Matters Related Thereto. [Project Power].
 - b. **3rd Reading of 2023-3** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Chester County And [Project Power]; The Inclusion Of Certain Real Property Located In Chester County In A Multi-County Industrial Park; The Provision Of Credits Against Fee In Lieu Of Tax Payments; The Execution And Delivery Of Such Documents As May Be Necessary To Effect The Intent Of This Ordinance; And Other Matters Related Thereto. [Project Power.]
 - c. **3rd Reading of 2023-9** An Ordinance for Social Media Policy.
- 7. Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2022-18** An Ordinance Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park By And Between Chester County, South Carolina (The "County") And York County, South Carolina ("York County") To Enlarge The Boundaries Of The Joint County Industrial Park To Include Certain Real Property Located In Chester County; And Other Matters Related Thereto. [Project Power]
 - b. **3rd Reading of 2023-3** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Chester County And [Project Power]; The Inclusion Of Certain Real Property Located In Chester County In A Multi-County Industrial Park; The Provision Of Credits Against Fee In Lieu Of Tax Payments; The Execution And Delivery Of Such Documents As May Be Necessary To Effect The Intent Of This Ordinance; And Other Matters Related Thereto. [Project Power]

c. **3rd Reading of 2023-9** An Ordinance for Social Media Policy.

d. **3rd Reading of Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens. *Public Hearing held 3-6-23.*

e. **2nd Reading of 2023-6** An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Chester County, South Carolina And A Company Or Companies Known To The County At This Time As “Project Raven” 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 Payments For Certain Investments In Infrastructure And Providing For The Inclusion Of The Company Or Companies Property In A Multi-County Industrial And Business Park; And Other Matters Related Thereto.

f. **2nd Reading of 2023-10** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters.

g. **Resolution 2023-6** A Resolution Authorizing (1) The Execution And Delivery Of A First Amendment To That Certain Fee In Lieu Of Tax And Incentive Agreement, Dated As Of June 5, 2017, By And Between Chester County, South Carolina (The “County”) And TDY Industries, LLC (The “Company”) To Provide For Extension Of The Fee In Lieu Of Tax Term; (2) The Execution And Delivery Of A First Amendment To That Certain Fee In Lieu Of Tax And Incentive Agreement, Dated As Of November 20, 2017, By And Between The County And The Company To Provide For Extension Of The Fee In Lieu Of Tax Investment Period; And (3) Other Matters Related Thereto. [Project 2271]

8. Old Business

a. Update regarding the Gateway Steering Committee. - Fred Castles.

9. New Business

a. Approval of Bid RFP2223-08 Chester County Lawn Maintenance to Jay’s Lawn Maintenance & Landscaping in the amount of \$3408.00 per month for 15 months. -Susan Cok.

b. Council to reimburse budgeted funds of \$2175.88 dollars to North Chester Fire Department for specialized grass and woods firefighting equipment from a South Carolina Forestry Commission 50/50 grant match.

c. Ensuring Good Jobs for Chester County Citizens. - Maggie James and William Roddey.

Executive Session

a. To receive legal advice regarding Project Raven. - Bond Attorney Kozlarek.

b. To receive legal advice regarding Project 2273. -Attorney Winters.

10. Council Actions Following Executive Session

a. Action taken regarding Project Raven.

b. Action taken regarding Project 2273.

11. Council Comments

12. Adjourn

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

Guidelines for Addressing Council

Citizens Comments:

Each citizen will be limited to three minutes.

Public Hearings:

Each speaker will be limited to three minutes.

When introduced:

Approach the podium, state your name and address.

Speak loudly and clearly making sure that the microphone is not obstructed.

Do not address the audience – direct all comments to Council.

Do not approach the Council table unless directed.

Anyone addressing Council will be called out of order if you:

Use profanity.

Stray from the subject.

Make comments personally attacking an individual member of Council.



CHESTER COUNTY COUNCIL MEETING SPECIAL CALLED

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

March 13th 2023 at 5:00 PM

MINUTES

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Guy, Councilwoman Mosley, Councilman Agee, Councilman Killian, County Attorney Winters and Clerk to Council Lee.

1. Call to Order

2. Citizens Comments

Kris Phillips, 6921 Wannamaker Lane, Charlotte, NC addressed Council regarding being in favor of the rezonings of CCMA23-01 thru CCMA22-03.

Scott Rice, 4627 Betty Dixon Road, Richburg addressed Council regarding being opposed to rezoning CCMA23-01 thru CCMA22-03.

Jennifer Breneisen, 165 York St, Chester addressed Council regarding being opposed to the new social media policy.

3. Old Business

a. 3rd Reading CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Councilman Killian motioned to approve with a reverter clause, second by Vice Chairman Wilson. Vote 7-0 to approve.

b. 3rd Reading CCMA23-02 Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Councilman Vaughn motioned to approve with a reverter clause, second by Councilman Killian. Vote 7-0 to approve.

c. 3rd Reading CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Vice Chairman Wilson motioned to approve with a reverter clause, second by Councilman Guy. Vote 7-0 to approve.

d. 3rd Reading of CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments

General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses

New Text:

All uses permitted in ID-1 and ID-2
NAICS DESCRIPTION SEE ID-1 and ID-2
PARKING SPACES REQUIRED SEE ID-1 and ID-2

Councilman Guy motioned to approve, second by Councilwoman Mosley. Vote 7-0 to approve.

e. Council to approve a multi-year contract with ESRI for GIS software to be used in parcel data, 911 addressing and applications in the amount of \$157,416.00. David Schuelke. Vice Chairman Wilson motioned to approve and move \$24,450 dollars from grant match money to the GIS department, second by Councilman Agee. Vote 7-0 to approve.

4. Executive Session

Councilwoman Guy motioned to go into executive session, second by Councilman Killian. Vote 7-0 to approve.

- a. To receive legal advice regarding ADA. Attorney Winters.
- b. To receive legal advice regarding a personnel matter in HR. Attorney Winters.

5. Action taken after Executive Session.

Councilwoman Mosley motioned to go back to regular session, second by Councilman Killian. Vote 7-0 to approve.

a. Action taken regarding the ADA.

Councilman Vaughn motioned to approve expenditure of \$12,000 dollars for inspections of county polling places for ADA and to move money from the grant match fund to cover, second by Councilman Killian. Vote 7-0 to approve.

b. Action taken regarding HR personnel matter. Taken as information.

6. Adjourn-Councilman Guy motioned to adjourn, second by Councilwoman Mosley. Unanimous vote.

KI

Time: 6:45 PM.



CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 6, 2023 at 6:00 PM

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Guy, Councilwoman Mosley, Councilman Agee, Councilman Killian County Attorney Winters and Clerk to Council Lee.

1. **Call to Order-** Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; invocation was given by Councilman Guy.
3. **Approval of Minutes**
 - a. February 21st, 2023 minutes.
Councilman Vaughn motioned to approve, second by Councilman Killian. Unanimous Vote.
 - b. March 1st, 2023 minutes.
Councilman Agee motioned to approve, second by Councilman Killian. Vote 6-0 to approve. Vice Chairman Wilson was not present at the 3-1-2023 meeting and did not vote.
4. **Citizen's Comments**

Kris Phillips, 6921 Wannamaker Lane, Charlotte, NC addressed Council regarding being in favor of the rezonings of CCMA23-01 thru CCMA22-03.

Scott Rice, 4627 Betty Dixon Road, Richburg addressed Council regarding being opposed to rezoning CCMA23-01 thru CCMA22-03.

Julie Moore, 642 Chips Meadow Loop, Richburg addressed Council regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

John Massey, 171 East Lacy St, Chester addressed Council regarding the bad shape Burnt Meeting House Cemetery was in.

Caitlyn Burch, 2800 Dawson Drive, Chester addressed Council to invite them to the Chester Dixie Youth Baseball and Softball League Opening Day March 25th.

Nettie Archie, 557 Sunrise Blvd, Chester addressed Council regarding the rules of procedure.
5. **Public Hearing**
 - a. Needs and Assessment Hearing. No one signed up to speak.
 - b. **3rd Reading of 2023-5** An Ordinance to Amend Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting. No one signed up to speak.

c. **2nd Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens. No one signed up to speak.

d. **2nd Reading 2023-8** An Ordinance to Amend Chester County Code, Chapter 6, Animals. Chris Gionakis, 815 Christine Court, Chester addressed Council regarding the shape the current Animal Shelter was in.

6. Ordinances/Resolutions/Proclamations

a. Needs and Assessment Hearing.

Grazier Rhea stated to apply for the Community Development Block grant a needs assessment must be completed by Chester County. All applications for the Community Development Block grant must be requested by March 17, 2023 and returned by April 17, 2023. The Community Enrichment and Neighborhood Revitalization applications must be submitted by April 15th, 2023 and returned by September 15, 2023. Council asked if the Federal Building downtown could be considered as a need, the Probate Office would like to move their office over to that building to be more effective with customers and to have probate hearings. Mrs. Rhea stated she didn't think so but it could still be added she would check. Council decided to look over the list to see if they had any changes or additions this would be brought back to the March 20th agenda.

b. **3rd Reading of 2023-5** An Ordinance to Amend Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting.

Councilman Guy motioned to approve, second by Councilman Killian. Unanimous Vote.

c. **2nd Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59

Appearances by Citizens. Attorney Winters stated there was concerns limiting speakers to the first five that potentially the same folks could speak at every meeting, really diminishing the ability for others to speak and so we put some additional language. This is the addition. *"The chair or in the absence of the chair, the Vice Chair may have at their discretion asked if there was anyone else who was signed up. And would like to speak on the same subject but has another comment not already vocalized. Individuals who have spoken at a current meeting will not be able to speak a second time. And then we've inserted a new letter "d", individual who have spoken at a previous meeting on the same subject shall not be selected to speak unless there are less than five speakers already signed up to speak"*. The previous policy did ask for individuals to select a speaker that takes that off the table and says that the first five folks who have signed up will be able to speak you won't have to select a spokesperson unless you're a group. So for those of you who were here for the Luckstone discussion, those folks were asked to select speakers. But individuals were able to sign up and speak so we'll have at least five for and then five against and the Chairman at the last meeting did ask for someone in favor and then someone against and he alternated between those two categories in controversy. So if there are less than five speakers signed up, then the chairman may ask if there's anyone else, just as you did tonight, if there's anyone else who would like to speak, and even if you have spoken at a previous meeting, if there are less than five folks signed up you'll still have the ability to do that.

Chairman Branham stated so we were in order the way it was handled before.

Attorney Winters stated yes. At the last meeting I explained that the rules of procedure are adopted willfully by council, it's not parliamentary procedure. Vice Chairman Wilson motioned to approve with the revised changes, second by Councilman Guy. Unanimous Vote.

d. **2nd Reading 2023-8** An Ordinance to Amend Chester County Code, Chapter 6, Animals.

2nd reading was postponed to the April 3rd meeting.

e. **2nd Reading of 2023-9** An Ordinance for Social Media Policy.

Vice Chairman Wilson stated he would like to see if the meetings could also be streamed on You Tube. He asked for language to include adding You Tube to the ordinance for the 3rd reading. Vice Chairman Wilson

motioned to approve with the new language added to the 3rd reading, second by Councilman Guy. Unanimous Vote.

f. 1st Reading of 2023-10 An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters. Councilman Guy motioned to approve, second by Councilman Killian. Unanimous Vote.

g. Resolution 2023-7 A Resolution To Authorize The County Of Chester, By Chester County Council, To Sell Certain Equipment And Vehicles Of The County Identified Herein Upon Such Terms And Conditions As Described. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson.

h. Resolution 2023-9 A Resolution Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park (“Park”) To Increase The Park’s Boundaries To Include Certain Real Property Located In Chester County; And Other Related Matters (Project Phoenix22). Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous Vote.

7. Old Business

a. Update regarding the cost to move the Probate Office to the Federal Building. Robert Hall and Bob Anderson.

Mr. Hall stated Mr. Anderson could not make the meeting, he proceeded to state an ADA ramp would have to be installed in the back of the building and may have to provide two of them based on the codes in the City.

The construction on the inside with the amount provided in your packet should take care of inside work to accommodate the probate office.

Attorney Winters stated the ramp would have to go before HPC (Historical Preservation Commission) in the City.

Mr. Hall stated the building is also on the National Register of Historic Places, they would also have to go before them as well.

Vice Chairman Wilson asked Treasurer Darby if there were funds available to help with the cost.

Mr. Darby stated the budget process will start soon; they will be looking at all capital requests to determine how projects could be funded. The County has a fund balance that could be used to renovate this project. Depending on the timeframe obviously you have a few years out before you institute another capital project sales tax program. But those are kind of a few options through the budget process. You can appropriate fund balance. We do have a capital project bond that we usually implement through our budget process and that's usually about a million and a half dollars a year. So it could be considered in that process as well. Our fund balance stands at about 14 and a half million so it could take a project like this, I think it would be appropriate if it wouldn't dive too far into our fund balance. So that's a consideration as well. Taken as information.

b. Update regarding request for the Burnt Meeting House Cemetery. Neely Gaston

Mr. Gaston stated he had contacted Treasurer Darby to disperse donation funds for the cemetery for maintenance improvements and signage.

Mr. Darby stated he would need a motion by council to authorize the receipt of donations for the cemetery that would authorize us to record those as revenue within that special revenue fund. And then, those who can spend the money, I guess, through public works, would have those monies to spend.

Chairman Branham stated there are six requests on the list.

Attorney Winters stated number three and five would have to go through the procurement process.

Councilman Guy motioned to allow approve Chester County Treasurer Tommy Darby to receive and disperse funds collected for the Burnt Meeting House Cemetery for cemetery maintenance, improvements, and signage, approve coordination of a yearly cleanup of the Burnt Meeting House Cemetery between Public Works Director Robert Hall, Sheriff Max Dorsey, and the Burnt Meeting House Cemetery Committee, approve coordination of a yearly cleanup of the Burnt Meeting House Cemetery between Public Works Director Robert Hall, Sheriff Max Dorsey, and the Burnt Meeting House Cemetery Committee, approval to investigate the use of GPR – Ground Penetrating Radar – to identify unmarked graves at the Burnt Meeting House Cemetery site and for your approval to coordinate our work with the Chester County SC250 Committee in recognition of the historical significance of the 250th anniversary of the American Revolution and the patriots buried at the Burnt Meeting House Cemetery and other Chester County owned burial sites, second by Councilwoman Mosley. Unanimous Vote.

8. New Business

a. Approval of Bid RFP 2223-07 Flooring Replacement - Lando Fire Department to Trinity Interiors, LLC in the amount of \$12,533.00. Susan Cok & Richard Miller. Vice Chairman Wilson motioned to approve, second by Councilman Agee. Unanimous Vote.

b. Council to approve a multi-year contract with ESRI for GIS software to be used in parcel data, 911 addressing and applications. David Schuelke. It was decided to postpone to the March 13th meeting so IT Director could show Council how the software works.

c. 2nd Reading CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission vote 3-2 to approve. Councilman Vaughn motioned to approve with a reverter clause and a 40' high x 20' wide berm, second by Councilman Killian. Unanimous Vote.

d. 2nd Reading CCMA23-02 Richburg Magnolias, LLC request Tax Map # 145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 3-2 to approve. Councilman Guy motioned to approve with a reverter clause and a 40' high x 20' wide berm, second by Councilman Killian. Unanimous Vote.

e. 2nd Reading CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 4-1 to approve. Councilman Guy motioned to approve with a reverter clause and a 40' high x 20' wide berm, second by Councilman Killian. Unanimous Vote.

f. 2nd Reading of CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses
New Text: All uses permitted in ID-1 and ID-2, NAICS DESCRIPTION SEE ID-1 and ID-2 PARKING SPACES REQUIRED SEE ID-1 and ID-2. Planning Commission voted 5-0 to approve. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. Unanimous Vote.

9. Executive Session

Councilman Guy motioned to go into executive session, second by Councilwoman Mosley. Unanimous Vote.

- a. To receive legal advice regarding Project 2271. Bond Attorney Kozlarek.
- b. To receive legal advice regarding Project 2184. Bond Attorney Kozlarek.
- c. To receive legal advice regarding Project 2242. Bond Attorney Kozlarek.

- d. To receive legal advice regarding a contractual matter. Attorney Winters.
- e. To receive legal advice regarding employment matters in HR Department. Attorney Winters.
- f. To receive legal advice regarding Project 2247. Attorney Winters.
- g. To receive legal advice regarding Project 2273. Attorney Winters.
- h. To receive legal advice regarding the Gateway Steering Committee. Attorney Winters.
- i. To receive legal advice regarding the County Administrator. Attorney Winters.

10. Council Actions Following Executive Session

Vice Chairman Wilson motioned to go back to regular session, second by Councilman Vaughn. Unanimous Vote.

- a. Action taken regarding Project 2271. Taken as information.
- b. Action taken regarding Project 2184. Taken as information.
- c. Action taken regarding Project 2242. Taken as information.
- d. Action taken regarding a contractual matter. Taken as information.
- e. Action taken regarding employment matters in HR Department. Taken as information.
- f. Action taken regarding Project 2247. Taken as information.
- g. Action taken regarding Project 2273. Taken as information.
- h. Action taken regarding the Gateway Steering Committee. Taken as information.
- i. Action taken regarding the County Administrator. Taken as information.

11. Council Comments

Councilman Vaughn stated he went out with the whitewater emergency rescue response team in Great Falls, he commended the hard work and training they do to save peoples lives.

Councilman Killian thanked Council for making great decisions and doing the homework for the citizens of Chester County.

12. Adjourn

Councilman Guy motioned to adjourn, second by Councilwoman Mosley. Unanimous Vote.

KI

Time: 11:00PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

ORDINANCE NO. 2023-3

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHESTER COUNTY AND TRIMAC CHESTER, LLC, PREVIOUSLY IDENTIFIED AS PROJECT POWER; THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY IN A MULTI-COUNTY INDUSTRIAL PARK; THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act") (collectively, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, with respect to a project; and (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project ("Special Source Improvements"); (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, Trimac Chester, LLC, previously identified as Project Power, each acting for itself, one or more current or future affiliates, and other project sponsors (collectively, "Company") propose to invest in, or cause others to invest in, the establishment of certain facilities to be operated primarily for logistical operations, at one or more locations in the County (the "Project"), which the Company expects will result in aggregate investment of at least \$110,000,000 in the Project; and

WHEREAS, based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on January 17, 2023, whereby the County formally identified the Project as a "project" within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (“FILOT Agreement”), the form of which is presented to this meeting, which Incentive Agreement is to be dated as of March 20 2023, or such other date as the parties may agree; and

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

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

Section 1. Evaluation of the Project. Based solely on information provided by the Company, County Council has evaluated the Project on the following criteria and based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based solely on information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$110,000,000, to be invested within 5 years from the “Commencement Date” as such term is defined in the Negotiated FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Negotiated FILOT Act, the Project is designated as “economic development property” under the Negotiated FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated

FILOT payments to be made with respect to the Project based upon a 6% assessment ratio and a fixed millage of rate of 453.6 mills, all as more fully set forth in the FILOT Agreement.

Section 4. Special Source Revenue Credits. As reimbursement to the Company for expenditures on Special Source Improvements, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the FILOT Agreement.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement, as attached as Exhibit A, presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Inclusion of Project in Multi-County Park. The County will use its best efforts to ensure the Project is included, if not already included, and will remain, in the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution, as set forth in the FILOT Agreement.

Section 7. Miscellaneous.

(a) The Chairman of the County Council, the County Administrator and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham Chairman, County Council
Chester County, South Carolina

Attest:

Karen Lee, Clerk to County Council
Chester County, South Carolina

First Reading: January 17, 2023
Second Reading: February 6, 2023
Public Hearing: March 20, 2023
Third Reading: March 20, 2023

EXHIBIT A
FORM OF FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

CHESTER COUNTY, SOUTH CAROLINA

and

TRIMAC CHESTER, LLC

Dated as of March 20, 2023

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
Section 1.01. Definitions.	2
Section 1.02. References to Agreement.....	7
ARTICLE II REPRESENTATIONS AND WARRANTIES	7
Section 2.01. Representations and Warranties by County.....	7
Section 2.02. Representations and Warranties by the Company	7
ARTICLE III COVENANTS OF COUNTY	8
Section 3.01. Agreement to Accept Negotiated FILOT Payments.....	8
Section 3.02. Special Source Credits.....	8
Section 3.03. Multi-County Park Designation.....	9
Section 3.04. Commensurate Benefits.....	9
ARTICLE IV COVENANTS OF THE COMPANY	100
Section 4.01. Investment in Project.	100
Section 4.02. Failure to Satisfy Minimum Contractual Investment Requirement.....	12
Section 4.03. Payment of Administration Expenses.....	133
Section 4.04. Use of Project for Lawful Activities.....	133
Section 4.05. Maintenance of Existence.....	133
Section 4.06. Records and Reports.....	133
Section 4.07. Funding for Special Source Improvements	144
ARTICLE V FEES IN LIEU OF TAXES	155
Section 5.01. Payment of Fees in Lieu of Ad Valorem Taxes.....	155
Section 5.02. Statutory Lien.	19
ARTICLE VI THIRD PARTY ARRANGEMENTS.....	19
Section 6.01. Conveyance of Liens and Interests; Assignment.....	19
Section 6.02. Sponsors and Sponsor Affiliates.....	19
ARTICLE VII TERM; TERMINATION	190
Section 7.01. Term.....	200
Section 7.02. Termination.	20
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES	200
Section 8.01. Events of Default.....	200
Section 8.02. Remedies on Event of Default.....	Error! Bookmark not defined. 1

TABLE OF CONTENTS
(continued)

		Page
Section 8.03.	Defaulted Payments	Error! Bookmark not defined.2
Section 8.04.	Default by County.	Error! Bookmark not defined.2
ARTICLE IX MISCELLANEOUS		212
Section 9.01.	Rights and Remedies Cumulative.....	222
Section 9.02.	Successors and Assigns.	222
Section 9.03.	Notices; Demands; Requests.	222
Section 9.04.	Applicable Law.....	24
Section 9.05.	Entire Understanding.....	24
Section 9.06.	Severability	24
Section 9.07.	Headings and Table of Contents; References	24
Section 9.08.	Multiple Counterparts.....	24
Section 9.09.	Amendments.....	24
Section 9.10.	Waiver	24
Section 9.11.	Further Proceedings.....	24
Section 9.12.	Indemnification	24
Section 9.13.	No Liability of County Personnel.....	25
Section 9.14.	Limitation of Liability	25

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") dated as of March 20, 2023, by and between CHESTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and TRIMAC CHESTER, LLC, acting for itself, one or more affiliates, and/or other project sponsors, being the company previously identified as Project Power (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended ("Code"), particularly Title 12, Chapter 44 of the Code ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, "Special Source Act," and, together with the Negotiated FILOT Act, "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company is considering the establishment and/or expansion of certain logistical and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$110,000,000 in taxable property in the Project by the end of the Compliance Period (as defined herein) as set forth in greater detail herein; and

WHEREAS, based solely on information provided by the Company to the County, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on January 17, 2023 (the "Inducement Resolution"), whereby the County formally identified the Project as a "project" within the meaning of the Act, and, subject to certain conditions described therein, authorized county officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, based solely on the information provided by the Company to the County, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 2023-3, enacted by the Council on March 20, 2023, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the investment to be made, or caused to be made, by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Act” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to such Company, or such other Co-Investor, as the case may be, a general statement of all such expenses incurred, provided, further, the County shall not be required to provide an itemized statement of legal fees and/or expenses.

“Affiliate” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Co-Investor, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any

such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project, to the extent allowed by the Act. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

"Company" shall mean Trimac Chester, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and authorized to do business in the State, being the company previously identified as Project Power, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

"Compliance Period" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2025, and, in such event, the Compliance Period will end on December 31, 2030.

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

"Council" shall mean the governing body of the County and its successors.

"Credit Eligible Entity" shall have the meaning specified in **Section 3.02(a)** hereof.

"Deficiency Payment" shall have the meaning specified in **Section 5.01(e)** hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue and any successor thereof.

"Event of Default" shall mean an Event of Default, as set forth in **Section 8.01** hereof.

"Existing Property" shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other

preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Period*” shall initially mean a period equal to the Compliance Period; provided, however, that (a) if 125% of the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, then the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by three (3) years beyond the Compliance Period to end on the eighth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, and (b) if an aggregate of 150% of the Minimum Contractual Investment Requirement is satisfied by the end of the Investment Period, as may have been previously extended, then the Investment Period shall be further automatically extended, without further action or proceedings of the County or the Council, by two (2) years beyond the then-extended Investment Period to end on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act; provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all, or a portion, of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2025, and upon any such extension, the Investment Period would end on December 31, 2035.

“*Land*” shall mean the land upon which the Project has been or will be acquired, constructed, and equipped, as described on **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project, within the period commencing on the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$110,000,000 in taxable property (without regard to depreciation or other diminution in value).

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project by a single sponsor of not less than \$2,500,000 within the Compliance Period, as set forth in by Section 12-44-30(14)

of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement, which supersedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code.

"Multi-County Park Agreement" shall mean that certain Master Agreement Governing the York-Chester Industrial Park by and between the County and York County, South Carolina dated as of December 31, 2012 (as amended, modified, or supplemented from time to time).

"Negotiated FILOT" or "Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

"Negotiated FILOT Act" shall mean Title 12, Chapter 44 of the Code.

"Negotiated FILOT Property" shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

"Non-Qualifying Property" shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Co-Investors for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"Released Property" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"Special Source Act" shall mean Section 4-1-175 of the Code.

"Special Source Credits" shall mean the special source revenue credits hereby granted by the County and described in **Section 3.02** hereof.

"Special Source Improvements" shall mean to the extent paid for by the Company or any other Co-Investor, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investors directly or through lease payments.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of the Agreement, the only Sponsor or Sponsor Affiliate is the Company and there are no Sponsor Affiliates.

"State" shall mean the State of South Carolina.

"Term" shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, the Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein.

(b) Based solely on the information provided by the Company to the County, the County has (i) determined the Project will subserve the purposes of the Act and (ii) has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

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

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

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware, and is authorized to do business in the State, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's

fiscal year end is December 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project as logistical facilities primarily for warehousing and distribution.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

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

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The Company agrees to make and the County agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Company and each other Co-Investor (each, a "Credit Eligible Entity") shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from each such Credit Eligible Entity with respect to the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the second Negotiated FILOT payment is due with respect to the Project, in an annual amount equal to forty percent (40%) for years 1-5, and twenty percent (20%) for year 6-10. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Co-Investors.

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

(c) As a condition to the FILOT and Special Source Credit benefit provided herein, and to claim each annual Special Source Credit, no less than 45 days prior to the date after which

ad valorem taxes become delinquent, 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 with respect to the immediately preceding tax year. Such certification shall be in substantially the form attached hereto as Exhibit C. The County is entitled to confirm the information (including the calculation) on such certification prior to amending and transmitting the applicable tax bill(s). If the information contained on such certification is correct, then the County shall (i) reduce the applicable tax bill(s) by the amount of the Special Source Credit and provide updated tax bill(s) to the Company, or (ii) if such tax bill(s) have been paid without application of the Special Source Credit, refund the amount of the Special Source Credit within 30 days after receiving such certification. If the Company fails to file such certification no less than 45 days prior to the date after which *ad valorem* taxes become delinquent, then the Company shall not be entitled to receive the Special Source Credit for the applicable year. In no event is the County required to remit any payment to the Company while any of the Company's taxes or FILOT Payments have been invoiced by the County but remain outstanding, excluding any taxes or FILOT Payments that may have been protested by the Company, until such outstanding amounts have been paid.

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 3.03. Multi-County Park Designation. The County hereby agrees to use reasonable efforts to designate the Project as part of a Multi-County Park, if not already so designated, and agrees to use reasonable efforts to maintain the Project within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution. The County hereby further agrees to take such further actions as may be reasonably necessary and prudent to effect any such initial or continued Multi-County Park designation under and pursuant to the Multi-County Park Agreement.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, then at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their

intentions that tax or FILOT payments be reformed so as to best afford the Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2025.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Project by any and all other permitted Co-Investors shall together with investment in the Project by the Company, count toward all investment requirements, thresholds, and levels set forth in this Agreement, including, without limitation, the Minimum Contractual Investment Requirement, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Co-Investor filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Project, the County hereby agrees that (a) if 125% of the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, then the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by three (3) years beyond the Compliance Period to end on the eighth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, and (b)

if an aggregate of 150% of the Minimum Contractual Investment Requirement is satisfied by the end of the Investment Period, as may have been previously extended, then the Investment Period shall be further automatically extended, without further action or proceedings of the County or the Council, by two (2) years beyond the then-extended Investment Period to end on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act, provided, however, there shall be no extension beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement.

(d) Subject to the provisions of **Sections 4.05 and 6.01** hereof, the Company and each other Co-Investor shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company and each other Co-Investor shall, as and to the extent permitted by the Act, have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such other Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when the Company or any other Co-Investor, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such Co-Investor shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Failure to Satisfy Minimum Contractual Investment Requirement. If the Company does not satisfy at least 50% of the Minimum Contractual Investment Requirement by the end of the Compliance Period, without extension, then the Company shall not be entitled to receive the Special Source Credit and shall repay all Special Source Credits received by the Company and shall not receive any future Special Source Credits. If the Company does not meet the Minimum Contractual Investment Requirement by the end of the Compliance Period, without extension, but satisfies at least 50% of the Minimum Contractual Investment Requirement, then the Company, (i) shall repay the Repayment Amount, as calculated below, if any, and (ii) if a Repayment Amount is due, then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

Aggregate SSRC previously received *

$1 - (\text{Actual Investment} / \text{Minimum Contractual Investment Requirement}) = \text{"Repayment Amount"}$

For example, if the Company has claimed an aggregate of \$500,000 in Special Source Credits during the applicable credit period but does not meet the Minimum Contractual Investment Requirement by the end of the Compliance Period, but instead makes an investment of only \$100,000,000, then the Company would be required to repay to the County approximately \$45,450, calculated as follows:

$$100,000,000 / 110,000,000 = 0.9091$$

$$1 - 0.9091 = 0.0909$$

$$500,000 * 0.0909$$

In addition, the Special Source Credit for any remaining years would be reduced by 9.09%. Except with regard to Negotiated FILOT Property placed in service by Trimac Chester, LLC, the County shall not be required to provide any additional Special Source Credit for investment above the Minimum Contractual Investment Requirement.

Any payment made under this Section 4.02, shall be due no more than 15 days after the date after which ad valorem taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.03. Payment of Administration Expenses. The Company or any other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company or such other Co-Investor, respectively, promptly upon written request therefor, but in no event later than thirty (30) days after receiving written notice from the County stating the general nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, aside from the attorneys' fees set forth below. The parties understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$7,500.

Section 4.04. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, a Sponsor Affiliate, or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity, or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property.

If the Transfer Provisions or any successor provision requires consent to an assignment, other than an assignment the County has preapproved and consented to in accordance with this Section, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The County hereby consents to and gives its prior approval of the transfer of this Agreement to any Sponsor Affiliate. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports. The Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will

permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Co-Investor with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent permitted by law, unless the County has provided reasonable advance written notice to the Company or such other Co-Investor of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Co-Investor in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Co-Investor.

Section 4.07. Funding for Special Source Improvements The Company and each other Co-Investor shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2025. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, (if such consent is required pursuant to **Section 6.02** hereof), the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using (1) an assessment ratio of 6%, which shall be fixed for the entire term of the Negotiated FILOT; (2) the lowest millage rate or rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which (i) the parties believe to be 453.6 mills with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and (ii) shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any

other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated and paid as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) If the Minimum Contractual Investment Requirement is not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement is nevertheless satisfied by the end of the Compliance Period, the Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible to take advantage of the Negotiated FILOT described in **Section 5.01** hereof, but the County shall have the rights specified in **Section 4.02** hereof with respect to the Special Source Credits.

(iii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT Payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that, to the extent permitted by the Act, the Company and each other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved upon written approval of the County, which approval may take the form of a resolution or ordinance of the Council.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Co-Investor, the County agrees to take such further action and 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 any other Co-Investor under this Agreement and/or any release of the Company or any other Co-Investor pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Co-Investor with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Agreement, provided that, each Sponsor Affiliate must agree to be bound by the terms of this Agreement, as evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit B, subject to any reasonable changes

not materially adverse to the County, and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within 90 days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder; or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the reason for termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default," or collectively "Events of Default") shall constitute an Event of Default by the Company, any Co-Investor, or the County ("Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if the Company shall fail to make any Negotiated FILOT Payments, which default shall not have been cured within 60 days following receipt of written notice of such default from the County;

(b) if the Company or the County shall fail to observe, perform, or comply with any of the covenants, conditions, or terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for 60 days after the party shall have given the Defaulting Entity written notice of such default; provided however, (i) the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; (ii) that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the

occurrence of such default; and (iii) if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition, or terms or if it takes longer than 60 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

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

(d) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the individual and/or aggregate minimum investment as described in the Act;

(e) if a Cessation of Operations occurs after the Enhanced Investment FILOT Compliance Period. For purposes of this Section, “ceases operations” means closure of the facility comprising the Project or the cessation of production and shipment of products for a continuous period of twelve months; or

(f) Failure by the Company to comply with any other provisions of the Act.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement but may terminate certain benefits hereunder or obligate the Company or other Co-Investors, as the case may be, to make certain additional payments to the County, all as set forth in **Section 4.02** and **Section 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than 30 days prior to the termination date specified therein (which, for a failure to make any Negotiated FILOT Payment, may be the 60th day following notice of default as described in Section 8.01(a), above);

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Co-Investor should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

Section 8.05. Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Co-Investor hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Chester County
Attn: County Administrator
1476 J.A. Cochran Bypass
P.O. Box 580
Chester, South Carolina 29706
Phone: 803-385-5133

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

Chester County Attorney
Attn: Joanie Winters, Esq.
Winters Law Firm
105 Main Street
Chester, South Carolina 29076
Phone: (803) 581-8190

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

Michael E. Kozlarek, Esquire
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

(d) As to the Company:

Trimac Chester, LLC
Attn: Michael Bradley
2328 W. Joppa Road, Suite 200
Lutherville, Maryland 21093
Phone: (203) 856-6263

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

Nexsen Pruet, LLC
Attn: Christopher Kouri, Esq.
227 W Trade Street, Suite 1550
Charlotte, North Carolina 28202
Phone: (704) 339-0304

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

Nexsen Pruet, LLC
Attn: Andrew W. Saleeby, Esq.
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: (803) 253-8220

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Indemnification.

(a) Except as provided in paragraph (d) below, the Company, shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all reasonable costs, including attorneys' fees, incurred in connection with the response to or

defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) for expenses, claims, losses, or damages arising from intentional or willful misconduct or negligence of the County or any of its individual officers, agents, or employees.

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

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the 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 for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

TRIMAC CHESTER, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A
LAND DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND, LYING AND BEING SITUATE NEAR RICHBURG, S.C., IN CHESTER COUNTY, S.C., AND HAVING COURSES AND DISTANCES, METES AND BOUNDS AS SHOWN ON PLAT BY HIPPIE LAND SURVEYING DATED FEBRUARY 8, 1999, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND IS RECORDED IN CABINET C, SLIDE 155 PAGE 10 AND BEING A PORTION OF THE PROPERTY CONVEYED TO KALIFF-CAROLINA ASSOCIATES, A GENERAL PARTNERSHIP, BY DEED OF G.P. ROBINSON DATED JUNE 19, 1979, RECORDED AUGUST 15, 1979, IN DEED BOOK 498, PAGE 525. ALSO SEE DEED BY GEORGE MATOUK AND ROBERT MICHAEL MATOUK TO HIGHGATE INVESTMENT CORP., DATED JULY 23, 1986, RECORDED AUGUST 25, 1986 IN DEED BOOK 537, PAGE 172.

Chester County Parcel ID: 115-00-00-017-000

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee in Lieu of Tax and Incentive Agreement effective March 20, 2023 (“Agreement”), by and between Chester County, South Carolina (“County”) and Trimac Chester, LLC (“Company”).

1. Joinder to 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 Agreement; (b) acknowledges and agrees that (i) in accordance the 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 Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the 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 Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the 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 9.03 of the 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 Agreement effective as of the date set forth above.

TRIMAC CHESTER, LLC,
a Delaware limited liability company

Signature: _____

Name: _____

Title: _____

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

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

I _____, the _____ of Trimac Chester, LLC (“Company”), do hereby certify in connection and in compliance with Section 3.02(c) of the Fee in Lieu of Tax and Incentive Agreement effective March 20, 2023 (“Agreement”), by and between Chester County, South Carolina (“County”) and the Company (“Agreement”), and South Carolina Code Annotated Sections 4-1-175 and 12-44-70, as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$ _____.

(2) The Special Source Credit for the _____ tax year is calculated as follows:

	Trimac Chester, LLC	[Sponsor Affiliate, if any]
Tax Bill	[\$●]	[\$●]
Special Source Credit Percentage	[●]%	[●]%
Special Source Credit	[\$●]	[\$●]

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: _____

ORDINANCE NO. 2022-18

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA (“COUNTY”) AND YORK COUNTY, SOUTH CAROLINA (“YORK COUNTY”) TO ENLARGE THE BOUNDARIES OF THE JOINT COUNTY INDUSTRIAL PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY; AND OTHER MATTERS RELATED THERETO (PROJECT POWER).

WHEREAS, Chester County, South Carolina (“Chester County”) and York County, South Carolina (“York County,” collectively, “Counties,” each, a “County”) are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties jointly developed the York-Chester Industrial Park (“Park”) and entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County and York County dated December 31, 2012, which is attached as Exhibit A (“Park Agreement”), which governs the operation of the Park;

WHEREAS, pursuant to Section 1.01 of the Park Agreement, a County may unilaterally increase the boundaries of the Park by (a) adopting a resolution or ordinance approving the increase in the Park’s boundaries and (b) delivering the approving resolution or ordinance and description of the additional property to be included in that County’s Exhibit; and

WHEREAS, pursuant to Section 1.01 of the Park Agreement, Chester County desires to enlarge the boundaries of the Park to include certain properties in Chester County, as described on the attached Exhibit B (“Property”).

NOW, THEREFORE, BE IT ORDAINED BY CHESTER COUNTY:

Section 1. The Chester County Administrator or his designee is directed, as contemplated the Park Agreement, to deliver a copy of this Ordinance to the appropriate York County representatives.

Section 2. All orders, resolutions, ordinances, and parts thereof in conflict with this Ordinance, are to the extent of that conflict, repealed.

Section 3. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 4. This Ordinance shall become effective immediately upon enactment following the public hearing and third reading by the Chester County Council.

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee, Clerk to County Council

First Reading: December 5, 2022
Second Reading: February 6, 2023
Public Hearing: March 20, 2023
Third Reading: March 20, 2023

EXHIBIT A

**MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK
BETWEEN CHESTER COUNTY AND YORK COUNTY DATED DECEMBER 31, 2012**

EXHIBIT B
EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION

COMPANY NAME	TAX MAP NO.	NOTES
TRIMAC CHESTER, LLC	115-00-00-017-000	

**MASTER AGREEMENT
GOVERNING THE
YORK-CHESTER INDUSTRIAL PARK**

BETWEEN

CHESTER COUNTY, SOUTH CAROLINA

AND

YORK COUNTY, SOUTH CAROLINA

DECEMBER 31, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE PILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

THIS MASTER AGREEMENT ("Agreement"), effective December 31, 2012 ("Effective Date"), between Chester County, South Carolina ("Chester"), a political subdivision of the State of South Carolina ("State"), and York County, South Carolina ("York"), a political subdivision of the State (York with Chester, collectively, "Counties," each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, "MCIP Law").

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, "MCIP") and executed and delivered one or more agreements governing each MCIP (each, "Phase Agreement");

WHEREAS, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

WHEREAS, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the "York-Chester Industrial Park" ("Park") and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

WHEREAS, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(a) The Park consists of all real and personal property ("Property") described on Exhibit A-1 and A-2. A County may increase the Park's boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County's Exhibit.

(b) The Counties may decrease the Park's boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40th calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. *Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

Section 3.02. *FILOT Revenue Sharing.*

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

Section 3.03. *FILOT Revenue Distribution in Each County.*

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

- (A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.
- (B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:
 - (I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;
 - (II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;
 - (III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and
 - (IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.
- (C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. *Jobs Tax Credit Enhancement.* The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. *Records.* Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after executed by the Counties.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Pauline Roark
County Council Chair/Supervisor

(SEAL)
ATTEST:

Cynthia S. Clayton
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

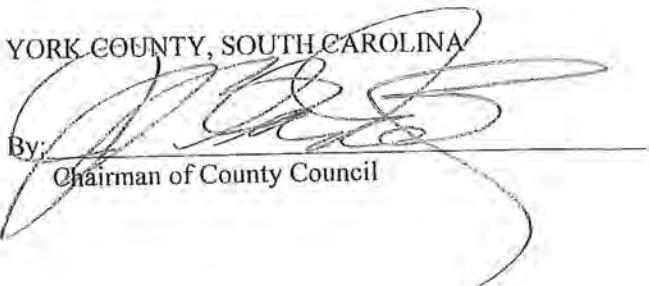
CHESTER COUNTY, SOUTH CAROLINA

By: _____
County Council Chair/Supervisor

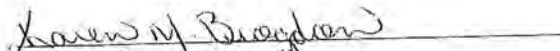
(SEAL)
ATTEST:

Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: 
Chairman of County Council

(SEAL)
ATTEST:


Clerk of County Council

**EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

204-01-02-021
 204-01-02-055
 097-00-00-065
 097-00-00-080
 098-00-00-172
 098-00-00-129
 098-00-00-104
 098-00-00-173
 098-00-00-002
 201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

**EXHIBIT A-2
YORK COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP No.	NOTES
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON Co.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	

	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-9

AN ORDINANCE ESTABLISHING A SOCIAL MEDIA POLICY FOR CHESTER COUNTY

WHEREAS, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

WHEREAS, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

WHEREAS, Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange, streamline processes, and foster productivity improvements; and

WHEREAS, the County wishes to provide the use of Facebook or other public technology to involve only the sharing of information in an Information Sharing Only designation; and

WHEREAS, the County shall communicate on social media platforms in accordance with the Social Media Policy as described in Exhibit A of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:

Chester County Council does hereby adopt the Social Media Policy as attached herein as Exhibit A, and incorporated by reference into this Ordinance.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest: _____

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 2-21- 2023
Second Reading: 3-6- 2023
Public Hearing: 3-20- 2023
Third Reading: 3-20- 2023

Chester County, South Carolina



CHESTER COUNTY SOCIAL MEDIA POLICY

March 2023

General Overview

To address the fast-changing landscape of the Internet and the way citizens communicate and obtain information online, Chester County may consider participating in social media to reach a broader audience. Chester County supports the use of social media to further the goals of the County and the missions of its departments where appropriate.

Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity improvements. However, their application must not compromise data confidentiality and integrity. This policy establishes guidelines for the use of social media.

Social media offers government new ways of informing the public, engaging residents and targeting constituents with enlightening messages at a low cost. Creating a public common commentary online is not without difficulties. Moving forward in a deliberate, thoughtful manner is the County's chosen approach. By implementing effective policies, we can avoid those difficulties.

The Chester County Employee Handbook specifically addresses the use of social media by County employees. The purpose of this policy is to address the County's use of social media to communicate with the public during its interactions with the citizens of the County.

General Policy

It is the policy of Chester County to provide the use of Facebook, YouTube, or other public technology to involve only the sharing of information with no posting of information by anyone other than the County, and is not to be considered a type of public forum, whether now or in the future. The County does provide a live public forum where citizens may attend, in person, any County Council meeting and sign up to be heard, and encourages anyone who wants to be heard by Chester County Council to attend these meeting.

The County's use of Facebook, YouTube, or other public technology shall be to provide information only and not to be a public forum. All comments shall be turned off prior to the opening of all Council meetings and will remain off during the entire meeting.

The United States Constitution protects the freedom of speech of citizens from undue restrictions by the government. Because the County is a government actor, the ways in which they can limit speech are restricted by constitutional protections, including the First Amendment.

To the extent that social media sites or resources permit users other than the County to generate content, such as by posting comments, the County must be cautious when deciding whether to permit such user-generated content. The County must decide which designation for its use of the social media and follow certain requirements before utilizing ~~the a~~ social media site. Chester County has determined that it is appropriate for it to use the Information Sharing Only requirements of the use of social media.

Specific Policy

It is the intent of Chester County to only share information with its use of Facebook, YouTube, or other social media platforms. The purpose of the County's use of ~~this~~ these sites/services is to provide access to all meetings of the County Council. The use of ~~this~~ these sites/services will not be accessible for comments to be posted directly by other users of this site/service but instead is intended for dissemination of information to interested users or subscribers. Chester County does reserve the right to re-post questions, ecomments, comments or other information provided by users to the County, for example by the creation of a frequently asked questions (FAQ) list or any other method, but such use of information submitted is done at the sole discretion of the County and constitutes the sharing of relevant information by the County rather than by any individual who submits information.

This policy is being adopted by ordinance by the Chester County Council and can be amended by a subsequent ordinance in accordance with Title 4 of the South Carolina Code of Ordinances.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 2-6 2023
Second Reading: 2-21-2023
Public Hearing: 3-6- 2023
Third Reading: 3-20- 2023

Chester County, South Carolina

EXHIBIT A

Sec. 2-59. - Appearance by citizens.

- (a) A register for any person wanted to be heard during the regular council meeting shall sign a sign in sheet that will be placed in the hall outside the Council chambers prior to each of Council's regularly scheduled meetings. T
- (b) Each request must give the name and address of the person appearing, address and telephone number and the subject matter. Anyone needing assistance to sign up should contact the Clerk prior to the meeting. Materials that are to be distributed to the Council for the subject matter must be given to the Clerk for dissemination to the Council. There shall be three separate sign in sheets: For matters of controversy, there will be a sign in sheet for those wishing to speak in favor of a matter and a sign in sheet for those who wish to speak against the same matter. A third sign in sheet shall be available for anyone who wishes to speak on a different topic other than the matter of controversy. The sign in sheet will be taken up two (2) minutes before the call to order and will be given to the Chair or in the absence of the Chair, to the Vice Chair.
- (c) In matters of controversy, the Chair or in the absence of the Chair, the Vice Chair shall call the first five (5) speakers who are there to speak in favor of a matter and the first five (5) speakers who are there to speak against the same matter. Speakers will be allowed approximately three minutes and the Chair will alternate each speaker from the "in favor" list and the "against" list. The Chair or in the absence of the Chair, the Vice Chair, may at their discretion, ask if there is anyone else who is signed up and would like to speak on the same subject but has another comment not already vocalized. Individuals who have spoken at a current meeting will not be able to speak a second time.
- (d) Individuals who have spoken at a previous meeting on the same subject shall not be selected to speak unless there are less than five (5) speakers already signed up to speak.
- (e) Where an individual has signed up to speak on a subject that is not the subject of debate that evening, that individual shall be heard following the matter of controversy. They shall be afforded the same three minutes as any other speaker.
- (f) If a presentation should be made on behalf of an organization or group of persons, the organization or group will designate one spokesman to make the presentation on behalf of that particular group or organization.
- (g) Once an individual or the spokesman for a group concludes his presentation or comments, he shall be seated, and no person other than a member of the council will be recognized to make any statement on such matter unless requested to do so by the council or by any member of the council through the chair.
- (h) Appearances shall be scheduled following the approval of the minutes as shown on the published agenda.
- (i) Citizens will address Council and will not be permitted to engage in a debate between Council, staff, or other citizens.
- (j) This procedure shall not be applicable to petitioners, representatives of the news media, nor shall it apply to council staff members or other county employees who may be recognized by the chair for questions and comments relating to the business of the council.
- (k) Professional decorum and courtesy is expected of all speakers.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-6**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS “PROJECT RAVEN” 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 PAYMENTS FOR CERTAIN INVESTMENTS IN INFRASTRUCTURE AND PROVIDING FOR THE INCLUSION OF THE COMPANY OR COMPANIES PROPERTY IN A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, CHESTER COUNTY, SOUTH CAROLINA (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“FILOT Act”), Title 4, Chapter 1 (“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 (“State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on December 5, 2022, an inducement resolution (“Inducement Resolution”) with respect to certain proposed investment by a company or companies known to the County at this time as a corporation developing “Project Raven,” with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property constituting a new manufacturing facility in the County (collectively, “Project”);

WHEREAS, the Company has represented that the Project will involve an investment of at least \$150,000,000 (“Enhanced Investment”) in the County and the creation of at least 150 net, new full-time jobs at the Project site, all within the within the 8-year investment period as provided under the FILOT Act (“Investment Period”);

WHEREAS, the County has determined solely on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act;

WHEREAS, the County has determined solely on the basis of the information supplied to it by the Company that the Project would constitute an “enhanced investment,” as that term is defined in the FILOT Act;

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, 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 (“Multi-County Park”) on or before

December 31, 2023, such that the Project will receive the benefits of the Multi-County Park Act;

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into, execute and deliver a Fee in Lieu of Tax and Incentive Agreement (“Fee Agreement”) with the Company, whereby the County would provide therein for a payment of a fee-in-lieu of taxes (“FILOT Payments”) by the Company with respect to the Project, (b) to covenant with such industry to accept FILOT payments, (c) 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, (d) to provide other economic development incentives and other matters related thereto;

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

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are 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, and the County’s actions herein will subserve the purposes and, in all respects, conform to the provisions and requirements of the FILOT Act;

(b) The Project will constitute an “enhanced investment,” as that term is defined in the FILOT Act;

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

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

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

(f) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, provisions, terms, and conditions of the Fee Agreement, as attached as Exhibit A, and presented to this meeting and filed with the Clerk of County Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the County and as shall be approved by the County’s economic development counsel, and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. Ordinance shall become effective immediately upon enactment following the public hearing and third reading by the County Council.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

First Reading: February 6, 2023
Second Reading: March 20, 2023
Public Hearing: April 17, 2023
Third Reading: April 17, 2023

EXHIBIT A
FORM OF FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

**FEE IN LIEU OF TAX AND
INCENTIVE AGREEMENT**

By and Between

CHESTER COUNTY, SOUTH CAROLINA

and

PROJECT RAVEN

Dated as of April 17, 2023

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS	2
SECTION 1.02 PROJECT-RELATED INVESTMENTS	7

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY	7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY.....	8

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT	8
SECTION 3.02 DILIGENT COMPLETION	9
SECTION 3.03 FILINGS AND REPORTS.....	9

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS	9
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS	11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT AND JOBS CREATION REQUIREMENTS	11
SECTION 4.04 REMOVAL OF EQUIPMENT	14
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY	15
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT	15

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS	16
SECTION 5.02 RIGHTS TO INSPECT	16
SECTION 5.03 CONFIDENTIALITY	16
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY	17
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....	17
SECTION 5.06 INDEMNIFICATION COVENANTS	17
SECTION 5.07 QUALIFICATION IN STATE	18
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL	18
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS	18
SECTION 5.10 ADMINISTRATION EXPENSES	19
SECTION 5.11 PRIORITY LIEN STATUS	19
SECTION 5.12 INTEREST; PENALTIES.....	19
SECTION 5.13 SPONSOR AFFILIATE(S).....	20

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT	20
SECTION 6.02 REMEDIES UPON DEFAULT	21
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES	21
SECTION 6.04 NO WAIVER	21

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES	21
SECTION 7.02 BINDING EFFECT	22
SECTION 7.03 COUNTERPARTS	22
SECTION 7.04 GOVERNING LAW	23
SECTION 7.05 HEADINGS	23
SECTION 7.06 AMENDMENTS	23
SECTION 7.07 FURTHER ASSURANCE	23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS	23
SECTION 7.09 TERMINATION BY COMPANY	23
SECTION 7.10 ENTIRE UNDERSTANDING	24
SECTION 7.11 WAIVER	24
SECTION 7.12 BUSINESS DAY	24

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT AND JOB CREATION CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

EXHIBIT D – JOINDER AGREEMENT

**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND INCENTIVE 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 Incentive Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Incentive Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Project Raven	Project Name:	Project Raven
Projected Taxable Investment:	\$1,200,000,000	Projected Jobs:	307
Location (street):		Tax Map Nos.:	
1. FILOT			
Required Investment:	\$1,080,000,000	Required Jobs:	296
Investment Period:	Eight (8) Years	Ordinance No./Date:	2023-6
Assessment Ratio:	4%	Term (years):	40 years
Fixed or Adjustable Millage:	Fixed; 453.6 mills	Net Present Value (if yes, discount rate):	No
Clawback information:	Reduction to 6% assessment ratio if the Enhanced Minimum Requirements are not met. Completely removal of fee benefit if FILOT Act Minimum Investment Requirement not met. Repayment of difference between 4%, 6% and 10.5% assessment ratio, as applicable.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Chester-York: December 31, 2012		
3. Special Source Credits			
Percentage of Fees and No. of Years:	Special Source Credits in years one (1) through five (5) equal to seventy-five percent (75%) of each year's FILOT payments, in years six (6) through ten (10) equal to sixty-five percent (65%) of each year's FILOT payments, and in years eleven (11) through forty (40) equal to thirty-five percent (35%) of each year's FILOT payments.		
Clawback information:	Pro rata repayment for special source revenue credit received and reduction of future benefits if the Enhanced Minimum Requirements are not met.		
4. Other information			

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “*Agreement*”) is made and entered into as of April 17, 2023 by and between CHESTER 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 Chester County Council (the “Council”) as the governing body of the County, and the corporation developing Project Raven, a corporation organized and existing under the laws of the State of Delaware (the “Company”).

RECITALS

1. The County, acting by and through the Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) and, as to Section 4-1-175 (with reference to and inclusion of Section 4-29-68) (the “Special Source Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to place property in a joint county industrial or business park (a “Multi-County Park”) created with an adjoining county in the State pursuant to an agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, if the subject property is not already located in a Multi-County Park as of the date of this Agreement, in order to allow for certain enhanced income tax credits to investors and to facilitate the grant of Special Source Credits.

2. The Company is considering the establishment of a manufacturing facility and related improvements at one or more locations in the County (the “Project”), formerly known as “Project Raven,” and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, in the aggregate, \$1,200,000,000 in taxable property in the Project and will create, or cause to be created, in the aggregate, approximately 307 new, full-time jobs within the County, all by the end of the Investment Period (as defined herein) and as set forth in greater detail in this Agreement.

3. Based solely on information supplied by the Company, the Council has evaluated the Project based on certain criteria including, but not limited to, the purposes of the Project, the anticipated dollar amount and nature of the investment, the employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the Negotiated 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.

4. In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on December 5, 2022 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a Negotiated FILOT and a Multi-County Park, and Special Source Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement.

5. The Project is located, or if not so located as of the date of this Agreement, the County intends to use commercial reasonable efforts to designate the Project as being subject to a Multi-County Park no later than December 31, 2023.

6. The County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 2023-6 enacted by the Council on April 17, 2023, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this 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 agreement, including without limitation reasonable and actual attorneys’ fees (such attorneys’ fees will not exceed \$10,000 without prior written consent of the Company); provided, however, that no such expense shall be considered an Administration Expenses until the County has furnished to the Company a general statement in writing (the Company may request reasonable documentation evidencing the costs shown on the statement; however, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs nor is the County to make any arrangement with its legal counsel other than as is customary between the parties, for example, using a fixed fee arrangement) indicating the amount of such expense and the reason it has been or will be incurred and the Company’s reimbursement of such expenses shall not exceed \$10,000 excluding attorneys’ fees, provided, however, this limitation does not apply to reimbursements of costs, fees, or other expenses as contemplated by Section 5.06 and Section 6.03.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate(s), such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder, member or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof, excluding Land, 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 Agreement.

“Company” shall mean the corporation developing Project Raven, a corporation organized and existing under the laws of the State of Delaware 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, subject to the Transfer Provisions (defined below) and any and all other notice and approval rights of the County as provided herein or under the Code.

“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, the aggregate investment by the Company and any Sponsor Affiliate(s) of at least \$1,080,000,000 in Economic Development Property (which would be subject to *ad valorem* taxation in the absence of this Agreement) from the first day that Project property comprising all or a portion of the Project, excluding Land, is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Investment Period.

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

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

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

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

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

“County Treasurer” shall mean the Chester 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 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 Negotiated FILOT Act and which are placed in service during the Investment Period, as selected and identified by the Company or any Sponsor Affiliate(s) in its annual filings of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Enhanced Investment Deficiency Amount" shall have the meaning set forth for such term in Section 4.03(b) hereof.

"Enhanced Minimum Requirements" shall mean, with respect to the Project, an investment of at least \$150,000,000 by the Company in Economic Development Property and the creation of 150 net new, full-time, jobs at the Project during 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.

"Existing Property" shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any Sponsor Affiliate(s) during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act; or (c) property which previously has been placed in service in the State and previously has been subject to property taxes in the State which is purchased in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6, Title 12 as of the time of the transfer if the Company has invested at least an additional forty-five million dollars (\$45,000,000) at the Project, which property shall qualify as Negotiated FILOT Property.

"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 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 Affiliate(s) in the aggregate, in Economic Development Property.

“FILOT Act Minimum Investment Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(14) of the Negotiated FILOT Act.

“Force Majeure” means the occurrence of any of the following: (i) fire; (ii) hurricanes, tornados, floods, and other exceptional weather events, including any such weather events declared/determined by the National Oceanic and Atmospheric Administration; (iii) strikes, lockouts or other labor or industrial disturbances; (iv) civil disturbance, act of public enemy, war, riot, terrorism sabotage or embargo; (v) earthquake or other natural disaster or acts of God; and (vi) other occurrences which result in major market impacts outside of the Company’s control (e.g., pandemic).

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, hardscape, softscape, sewer lines, electric lines, gas lines, telecommunication lines and infrastructure, together with any and all additions, fixtures, upgrades, accessions, replacements, and substitutions thereto or therefor.

“Investment Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the eighth (8th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. This period shall automatically be extended for an additional three (3) years for a total of eleven (11) years from the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service if the Company invests at least one billion, four hundred forty million dollars (\$1,440,000,000) in taxable investments by the end of the eighth (8th) year. This period shall automatically be further extended for an additional two (2) years for a total of thirteen (13) years from the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service if the Company invests at least one billion, six hundred eighty million dollars (\$1,680,000,000) in taxable investments by the end of the eleventh (11th) year. If the Company does not invest one billion, four hundred forty million dollars (\$1,440,000,000) in taxable investments by the end of the eighth (8th) year, then the eight-year period may be extended as and if provided by Section 12-44-30(13) of the Negotiated FILOT Act.

“Jobs Creation Minimum Requirement” shall mean the creation of at least two hundred seventy-six (276) net new, full-time, jobs at the Project during the 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.

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

“Multi-County Park Agreement” shall mean the Agreement for Development of Joint County Industrial and Business Park (York County and Chester County) dated as of December 31, 2012, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time.

“Multi-County Park” shall mean (i) the joint county industrial park (York County and Chester County) established pursuant to the terms of the Multi-County Park 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 Multi-County Park Act, or any successor provision, with respect

to the Project.

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

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or Sponsor Affiliate(s) places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or Sponsor Affiliate(s) has terminated the Negotiated FILOT as provided herein.

“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.

“Project” shall mean the Land and all the Improvements and Equipment 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(s) to be a part of the Project, and any Replacement Property, but excluding Non-Qualifying Property.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate(s) elects to remove from the Project pursuant to Section 3.07 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 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 Negotiated FILOT Act permits.

“Special Source Act” shall mean Section 4-1-175 of the Code (with reference to and inclusion of Section 4-29-68).

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

“Special Source Credits Reduction” shall mean the percentage by which the Company’s Special Source Credits are to be reduced as calculated in Section 4.03(c)(ii).

“Special Source Improvements” shall mean to the extent paid for by Company or any Sponsor Affiliate(s), any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements and, upon the written election of Company given to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act.

“Sponsor Affiliate(s)” 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 Negotiated FILOT Act to be entitled to the benefits of this Agreement with respect to its participation in the Project, all as set

forth in Section 5.13 hereof. As of the original execution and delivery of this Agreement, the only Sponsor is the Company and there is no Sponsor Affiliate.

“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 39th 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 40 annual FILOT Payments under Article III hereof with respect to each Phase of the Project; and provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the effective date of such termination. The termination date may be extended by up to ten (10) years upon application of the Company to the County as provided by Section 12-44-30(21) of the Negotiated FILOT Act.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, concerning, among other things, the necessity of obtaining County consent to certain transfers and such other provisions contained herein which may grant County any notice or approval rights including, but not limited to, the provisions contained in Sections 5.05 and 5.09 below.

Any reference to any agreement or document in this Article I or otherwise in this 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 Affiliate(s), but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate(s) 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.

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 Council as its governing body. The County has duly authorized the execution and delivery of this Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based solely upon representations by the Company, the Project constitutes a “project” within the meaning of the Negotiated FILOT Act.

(c) Each item of real and tangible personal property comprising the Project by the Company or any Sponsor Affiliate(s) and which is, to the extent permitted by the Negotiated FILOT Act, eligible to be economic development property (but excluding any Non-Qualifying Property and any Removed Components) is Economic Development Property.

(d) The millage set forth in Step 3 of Section 4.01(a) hereof is 453.6, which is in effect with respect to the location of the proposed Project as of June 30, 2022, as permitted under Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, and which millage rate shall be fixed for the life of the fee and for the entire term of this Agreement in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act, 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.

(e) The County will use its commercially reasonable efforts to cause the Project to be located in a Multi-County Park for a term extending at least until the end of the period of FILOT Payments.

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 Delaware, is duly authorized to transact business in the State, has power to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement.

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

(c) The execution and delivery of this 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 Affiliate(s), will use commercially reasonable efforts to meet, or cause to be met, (i) the Contract Minimum Investment Requirement and (ii) the Jobs Creation Minimum Requirement, all within the Investment Period.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate(s), to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement 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, 2026.

(b) Pursuant to the Negotiated FILOT Act and subject to Section 4.01 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliate(s) shall identify annually those assets which are eligible for FILOT Payments under the Negotiated FILOT Act and which the Company or any Sponsor Affiliate(s) selects for such treatment by listing such assets in its annual PT-300S 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 Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliate(s) shall not be obligated to complete the acquisition of the Project; provided, however, if the Company, together with any Sponsor Affiliate(s), does not meet (i) the FILOT Act Minimum Investment Requirement within the FILOT

Act Minimum Investment Period, then the provisions of Section 4.03(a) 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 Agreement, in form reasonably acceptable to the County.

(d) Subject to the provisions of Section 4.04 below, in any instance where the Company or any Sponsor Affiliate(s) in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, then the Company or any Sponsor Affiliate(s) may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County, all as such may be permitted under the Negotiated FILOT Act.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable and on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Agreement, the Company and any Sponsor Affiliate(s) 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 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 Multi-County Park Agreement, the County Administrator, and the Department within thirty (30) days after the date of execution and delivery of this Agreement by all parties hereto.

(c) The Company, and each Sponsor Affiliate(s), 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 Affiliate(s) in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the Negotiated FILOT Act, the Company and any Sponsor Affiliate(s), 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 Negotiated FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliate(s), 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 Affiliate(s), 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 Negotiated 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 and Improvements without regard to depreciation (provided, the fair market value of real property, as the Negotiated FILOT Act defines such term, that the Company and any Sponsor Affiliate(s) obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the 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 to any Sponsor Affiliate(s) if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Negotiated FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of 4 percent (4%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the Negotiated FILOT Act permits the Company and any Sponsor Affiliate(s) to make annual FILOT Payments.

Step 3: Use a millage of 453.6 during the Exemption Period, which millage rate shall be fixed for the life of the fee and for the entire term of this Agreement in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act, during the Exemption Period, and applied against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable holds that the Negotiated FILOT Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then at the request and expense of the Company, the County agrees to use its reasonable efforts to take such action as may be reasonably necessary and prudent, to extend to the Company and each other Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT Payments be reformed so as to best afford the Company and each other Sponsor Affiliate benefits commensurate with, but not in excess of,

those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the Negotiated FILOT Act and Section 4-1-175 of the Multi-County Park Act, in order to reimburse the Company for investments in Special Source Improvements during the 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 forty (40) consecutive years in an amount equal to seventy-five percent (75%) of each year's FILOT Payments payable by the Company with respect to the Project in years one (1) through five (5), sixty-five percent (65%) of each year's FILOT Payments payable by the Company with respect to the Project in years six (6) through ten (10), and thirty-five percent (35%) of each year's FILOT Payments payable by the Company with respect to the Project in years eleven (11) through forty (40). Such FILOT Payments are those payments payable by the Company with respect to the Project investment made by the Company in the Project during the Investment Period.

(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 Special Source Improvements at any point in time.

(d) 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.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against FILOT Payments on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying Replacement Property), the amount of the FILOT Payments 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 Investment and/or Job Requirements

(a) In the event the Company, together with any Sponsor Affiliate(s), fails to meet the FILOT Act Minimum Investment Requirement by the end of the FILOT Act Minimum Investment Period, then this Agreement shall terminate and the Company and any Sponsor Affiliate(s) shall be obligated to 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 Affiliate(s) 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 Affiliate(s) 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 sixtieth (60th) day following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliate(s), fails to meet the Enhanced Minimum Requirements by the end of the Investment Period, but has met the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Agreement shall continue in force subject to the following adjustments and repayment requirements:

a. the Company and any Sponsor Affiliate(s) shall be obligated to pay the County an amount which is equal to the excess, if any, of (i) the total amount of FILOT payments the Company and such Sponsor Affiliate(s) would have made with respect to the Economic Development Property if the applicable assessment ratio had been six percent (6%) with respect to every FILOT Payment for the period through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliate(s) have made with respect to the Economic Development Property for the period through and including the end of the Investment Period (such excess, an “*Enhanced Investment Deficiency Amount*”). Any Enhanced Investment Deficiency Amount determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the sixtieth (60th) day following the last day of the Investment Period;

b. **Step 2** of Section 4.01 of this Agreement shall be amended to read:

“**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 twenty-nine (29) years thereafter or such longer period of years in which the Negotiated FILOT Act permits the Company and any Sponsor Affiliate(s) to make annual FILOT payments.”;

c. Section 4.02(a) of this Agreement shall be amended to read:

“The Company shall not be entitled to receive Special Source Credits.”

and

d. The definition of “*Termination Date*” in Section 1.01 of this Agreement shall be amended to read:

““*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 thirty (30) annual FILOT payments under Article III hereof with respect to each Phase of the Project; and provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the effective date of such termination.”

(c) In the event the Company, together with any Sponsor Affiliate(s), fails to meet at least 70% of (i) the Contract Minimum Investment Requirement and (ii) the Jobs Creation Minimum Requirement, but has met the Enhanced Minimum Requirement by the end of the Investment Period, then this Agreement shall continue in force subject to the following adjustments:

i. Section 4.02(a) of this Agreement shall be amended to read:

“In accordance with and pursuant to Section 12-44-70 of the Negotiated FILOT Act and Section 4-1-175 of the Multi-County Park Act, in order to reimburse the Company for investments in Special Source Improvements during the 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 forty (40) consecutive years in an amount equal to seventy-five percent (75%) of each year’s FILOT Payments payable by the Company with respect to the Project in years one (1) through five (5), sixty-five percent (65%) of each year’s FILOT Payments payable by the Company with respect to the Project in years six (6) through eight (8), and zero percent (0%) of each year’s FILOT Payments payable by the Company with respect to the Project in years eleven (11) through forty (40). Such FILOT Payments are those payments payable by the Company with respect to the Project investment made by the Company in the Project during the Investment Period.”

and

ii. Beginning with the year following the end of the Investment Period, Special Source Credits shall be reduced prospectively by a percentage equal to the amount of Special Source Credits otherwise payable multiplied by the Special Source Credits reduction (the “*Special Source Credits Reduction*”). The Special Source Credits reduction is calculated as follows:

$$\begin{aligned} & ((1-(\text{Actual Investment}/\text{Contract Minimum} \\ & \text{Investment Requirement})) + (1-(\text{Actual Jobs}/ \\ & \text{Jobs Creation Minimum Requirement}))) / 2 \\ & = \text{“Special Source Credits Reduction”} \end{aligned}$$

For example, if the Company would, but for the application of the Special Source Credits Reduction, be eligible to receive Special Source Credits of \$500,000 in a given year and has made an investment of \$1,000,000,000 and has created 150 new, full-time equivalent jobs by the end of the Investment Period, then the Company would be required to reduce Special Source Credits to be received by the County by approximately \$132,625, calculated as follows:

$$((1-(\$1,000,000,000/\$1,080,000,000))$$

$$1,000,000,000 / 1,080,000,000 = 0.9259$$

$$1 - 0.9259 = 0.0740$$

$$(1 - (150/276)) = .4565$$

$$150 / 276 = 0.5434$$

$$1 - 0.5434 = 0.4565$$

$$= 0.0740 + 0.4565 = 0.5305 / 2 = 0.2652$$

$$500,000 * 0.2652$$

In addition, the Special Source Credit for any remaining years would be reduced by 26.52%.

(d) Any payment made under this Section 4.03, shall be due no more than fifteen (15) days after the date after which ad valorem taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the Negotiated FILOT Act.

(e) As a condition to the FILOT and Special Source Credit benefit provided herein, and to claim each annual Special Source Credit, no less than forty five (45) days prior to the date after which *ad valorem* taxes become delinquent, 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 and the cumulative number of new, full-time jobs created by the Company with respect to the Project with respect to the immediately preceding tax year. Such certification shall be in substantially the form attached hereto as Exhibit B. The County may request information reasonably necessary to confirm the information (including the calculation) on such certification prior to amending and transmitting the applicable tax bill(s). If the information contained on such certification is correct, then the County shall (i) reduce the applicable tax bill(s) by the amount of the Special Source Credit and provide updated tax bill(s) to the Company, or (ii) if such tax bill(s) have been paid without application of the Special Source Credit, refund the amount of the Special Source Credit within thirty (30) days after receiving such certification. If the Company fails to file such certification no less than forty-five (45) days prior to the date after which *ad valorem* taxes become delinquent, but files such certification within sixty (60) days after the date which *ad valorem* taxes become delinquent, then the County shall (i) reduce the applicable tax bill(s) by the amount of the Special Source Credit and provide updated tax bill(s) to the Company, or (ii) if such tax bill(s) have been paid without application of the Special Source Credit, refund the amount of the Special Source Credit within thirty (30) days after receiving the Company's Annual Special Source Credit Certification. The Company shall not be entitled to receive the Special Source Credit in an applicable year if it does not file the Annual Special Source Credit Certification within sixty (60) days after the date which *ad valorem* taxes become delinquent for such year but shall be entitled to receive the Special Source Credit in future years if such certification is timely provided in accordance with this subsection. In no event is the County required to remit any payment to the Company while any of the Company's taxes or FILOT Payments have been invoiced by the County but remain outstanding, excluding any taxes or FILOT Payments that may have been protested by the Company, until such outstanding amounts have been paid.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Agreement, the Company and any Sponsor Affiliate(s) 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 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(s) 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(s) otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the Negotiated FILOT Act, the Company or such Sponsor Affiliate(s) 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 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 or in Section 4.02, and the Company and any Sponsor Affiliate(s) shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.03 hereof.

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Agreement, each of the Company and any Sponsor Affiliate(s) acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations at the Project. 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; provided, however, that if such relocation arises from or is the result of Force Majeure, the Company shall not be deemed to have ceased operations at the Project. The provisions of Section 4.03(a) hereof relating to retroactive payments shall apply, if applicable, if this Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliate(s) agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliate(s).

Section 5.02 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 during normal business hours. 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. For the avoidance of doubt, the County's rights to inspect under this Section 5.02 do not include the right to copy, in any manner whatsoever including photographing, or remove records or other documents from the Project. 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 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliate(s) may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and may generate or utilize confidential financial information or other non-public information about the Company's organization, facilities, operations, processes, and personnel including observations made by the County or its representatives pursuant to the County's rights to inspect pursuant to Section 5.02 (herein "**Confidential Information**"). In this regard, the Company and any Sponsor Affiliate(s) 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, authorized representative or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliate(s) 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 that is actually exercised by the County. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliate(s) 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 Affiliate(s) to obtain judicial or other relief from such disclosure requirement.

Section 5.04 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 Credits shall be payable only from FILOT Payments received from or payable by the Company or by any Sponsor Affiliate); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliate(s) acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliate(s) may cause the Project to become ineligible for FILOT Payments under the Negotiated FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Negotiated FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliate(s) with respect to the Project and any security interests granted by the Company or any Sponsor Affiliate(s) in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Except as provided in Section 5.06(d) of this Agreement, the Company, shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all reasonable costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in Section 5.06(a) of this Agreement. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within thirty (30) days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against a claim described in Section 5.06(a) of this Agreement on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding anything in this Section or this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful

misconduct.

(e) Notwithstanding the foregoing, the Company, shall not be obligated to indemnify the County or any of its individual members, officers, agents, and employees for expenses, claims, losses, or damages arising from intentional or willful misconduct or negligence of the County or any of its individual officers, agents, or employees.

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

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliate(s) 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 in this Agreement are binding on members of the 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 for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate(s) or operates such assets for the Company or any Sponsor Affiliate(s) or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate(s). In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate(s), or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliate(s), as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to

clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate(s), as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliate(s) hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate(s), transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliate(s) and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate(s), as the case may be, and subject to the County's having received such indemnification, documents, and other assurances as the County, in its reasonable discretion, may require, 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(s) under this Agreement and/or any release of the Company or such Sponsor Affiliate(s) pursuant to this Section.

Each of the Company and any Sponsor Affiliate(s) acknowledges that such a transfer of an interest under this 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 Negotiated FILOT Act absent compliance by the Company and any Sponsor Affiliate(s) 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 Agreement or the date which is thirty (30) days after receiving written notice from the County, accompanied by such supporting documentation as the County may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Negotiated 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(s) should fail to make any of the payments to the County required under this Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate(s) until the Company or such Sponsor Affiliate(s) shall have fully paid the amount, and the Company and any Sponsor Affiliate(s) 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 the greater of (a) 5% per annum and (b) the highest amount permitted by law related to the failure of a taxpayer to make any *ad valorem* tax payment when due, each 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, all as permitted generally by State law and/or by Section 12-44-90 of the Negotiated FILOT Act.

Section 5.13 Sponsor Affiliate(s)

Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Negotiated FILOT Act for the benefits offered under this Agreement, which, in Sponsor Affiliate each case, must agree to be bound by the terms of this Agreement, as evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit D, subject to any reasonable changes not materially adverse to the County, and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this Section 5.13 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate(s) to make any FILOT Payment described in Sections 4.01(a) or 4.03(a)-(b) hereof, or any other amounts payable to the County under this 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 Affiliate(s) shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the FILOT Act Minimum Investment Requirement;

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

(d) Failure by the Company or any Sponsor Affiliate(s) 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(s) specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate(s) 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(s) is diligently pursuing corrective action;

(e) if a Cessation of Operations occurs after the Investment Period;

(f) Failure by the Company to comply with any other provisions of the Negotiated FILOT Act;

or

(g) 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 Affiliate(s) 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.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement but may terminate certain benefits hereunder or obligate the Company or other Sponsor Affiliates, as the case may be, to make certain additional payments to the County, all as set forth in Section 4.03 hereof.

Section 6.02 Remedies Upon Default

Whenever any Event of Default by the Company, any Sponsor Affiliate(s), or the County (each, "**Defaulting Entity**") shall have occurred and shall be continuing, the non-defaulting entity may take any one or more of the following remedial actions as to the Defaulting Entity:

- (i) bring an action for specific enforcement;
- (ii) terminate this Agreement; and/or
- (iii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In addition to all other remedies provided herein, the failure to make any FILOT payment shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the Negotiated FILOT Act. In this regard, and notwithstanding anything in this 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.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the County, Company or any Sponsor Affiliate(s), should a non-defaulting party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the non-defaulting party shall be entitled, within thirty (30) days of demand therefor, to reimbursement from the defaulting party of the reasonable costs and 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.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this

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 Raven

Attn: _____

With a copy to:

If to the County:

Chester County

County Administrator

PO Box 580,

Chester, SC 29706

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

Joanie Winters, Esq.

Chester County Attorney

105 Main Street

Chester, SC 29706

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

Michael E. Kozlarek, Esq.

King Kozlarek Law LLC

Post Office Box 565

Greenville, South Carolina 29602-0565

Section 7.02 Binding Effect

This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliate(s), the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this 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 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. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

Section 7.04 Governing Law

This 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 Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

Section 7.06 Amendments

The provisions of this 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 Affiliate(s), the County agrees to execute and deliver to the Company and any such Sponsor Affiliate(s) such additional instruments as the Company or such Sponsor Affiliate(s) may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Negotiated FILOT Act and this Agreement to effectuate the purposes of this 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 Agreement, the County hereby expresses its intention that the interpretation of this Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Agreement and a similar incentive to that contained in this Agreement, as and if permissible under the Negotiated FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this 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 Affiliate(s) with the benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliate(s) the inducement as indicated in this Agreement, within the provisions of the Negotiated FILOT Act, to locate the Project in the County. In case a change in the Negotiated FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliate(s) and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Agreement, and, if the Council so decides, to provide the Company and any Sponsor Affiliate(s) with the benefits of such change in the Negotiated FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this 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 Article IV hereof); and (ii) any provisions which are intended to survive termination, for example, the indemnification provisions of Section 5.06, 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 Agreement.

Section 7.10 Entire Understanding

This 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 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 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 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.

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

IN WITNESS WHEREOF, the County, acting by and through the Council, has caused this Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

[Signature Page 1 to Fee in Lieu of Tax and Incentive Agreement]

Company:

Project Raven

Print Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Incentive Agreement]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

INVESTMENT AND JOB CREATION CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.01 of the Fee in Lieu of Tax and Incentive Agreement dated as of _____, 20__ between Chester County, South Carolina and the Company (the "*Agreement*"), as follows:

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

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

(3) The number of full-time jobs at the Company facilities where the Project is located was _____ persons as of _____, 20__ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Investment Period) is _____ persons.

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__.

(Add Company Name Here)

Print Name: _____
Its: _____

EXHIBIT C

SPECIAL SOURCE IMPROVEMENTS INVESTMENT CERTIFICATION

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

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

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

(3) [Use only if expenditures for personal property will be used to account for Special Source 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:

Personal Property Description Investment Amount

(4) The Special Source Credit for the _____ tax year is calculated as follows:

	PROJECT [Raven][] [] []
Tax Bill	\$[•]
Special Source Credit Percentage	[•]%
Special Source Credit	\$[•]

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__.

[(Add Company Name Here)] []

Print Name: _____
Its: _____ []

EXHIBIT D
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee in Lieu of Tax and Incentive Agreement effective April 17, 2023 (“Agreement”), by and between Chester County, South Carolina (“County”) and Project Raven (“Company”).

1. Joinder to 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 Agreement; (b) acknowledges and agrees that (i) in accordance the 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 Negotiated FILOT Act (as defined in the Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Agreement and Section 12-44-30(20) and Section 12-44-130 of the Negotiated FILOT Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the 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 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 RAVEN],
a Delaware corporation**

Signature: _____

Name: _____

Title: _____

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

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT 2187, ACTING ON BEHALF OF ITSELF AND/OR ANY AFFILIATES OR OTHER PROJECT INVESTORS, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN CHESTER COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROPERTY; AND (3) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("Council") is authorized by the Code of Laws of South Carolina 1976, as amended ("Code") and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, "Park Act"), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits ("Special Source Credits") to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or 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, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to facilitate the grant of Special Source Credits to such investors;

WHEREAS, a company identified for the time being as Project 2187, acting for itself, one or more affiliates, and/or other project sponsors (collectively, "Company"), is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities at a site in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, "Project"), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof ("Project Site");

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$70,000,000 within the County;

WHEREAS, in accordance with and to the extent provided by Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a "Fee Payment");

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park ("Chester-York Park") by entering into the "Master Agreement Governing the York-Chester Industrial Park," dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, "Chester-York Park Agreement"), a copy of which is attached as Exhibit A to this Ordinance;

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to

maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location of the Project in the County, and in accordance with the Park Act, as set forth herein, has determined that the County shall provide Special Source Credits against each Fee Payment due with respect to the Project, all as set forth in greater detail herein and in a Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Special Source Revenue Credit Agreement”), the substantially final form of which is presented to this meeting, and which is to be dated as of April 3, 2023, or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangements;

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

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Special Source Revenue Credit Agreement.

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

Section 1. The County intends to use its commercially reasonable efforts to include to Property, as described on Exhibit B to this Ordinance, in the boundaries of the Chester-York Park, if not already so included, and thereafter maintain within the boundaries of the Chester-York Park or a successor or replacement Park, the Project for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in the Special Source Revenue Credit Agreement.

Section 2. The form, provisions, terms, and conditions of the Special Source Revenue Credit Agreement, attached as Exhibit C to this Ordinance, and presented to this meeting and filed with the Clerk of County Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such Special Source Revenue Credit Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the County and as shall be approved by the County’s economic development counsel and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Special Source Revenue Credit Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the Special Source Revenue Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Revenue Credit Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and

provisions hereunder.

Section 5. All orders, 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 enactment after the public hearing and third reading.

[SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

First Reading: March 6, 2023
Public Hearing: March 20, 2023
Second Reading: March 20, 2023
Third Reading: April 3, 2023

EXHIBIT A
MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK
(DECEMBER 31, 2012)
[SEE ATTACHED]

EXHIBIT B
PROPERTY DESCRIPTION

EXHIBIT C
SUBSTANTIALLY FINAL FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

CHESTER COUNTY, SOUTH CAROLINA

and

PROJECT 2187

Dated as of April 3, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of April 3, 2023 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, "Agreement"), is by and between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and a company identified for the time being as PROJECT 2187[], acting for itself, one or more affiliates, and/or other project sponsors (collectively, "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("Council") is authorized by the Code of Laws of South Carolina 1976, as amended ("Code") and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, "Park Act"), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project 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, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to facilitate the grant of such special source revenue credits to such investors;

WHEREAS, the Company is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, "Project"), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof ("Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a "Fee Payment");

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park ("Chester-York Park") by entering into the "Master Agreement Governing the York-Chester Industrial Park," dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, "Chester-York Park Agreement");

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the special source revenue credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location by the Company of the Project in the County, and in accordance with the Park Act, has determined to provide special source revenue credits

against each Fee Payment due with respect to the Project for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the Council on April 3, 2023 (“County Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

“*Administration Expenses*” means the expenses the County charges arising out of and relating to in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the Fee Payments or other incentives provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any Co-Investor, as the case may be, or which now or hereafter is owned in whole or in part by the Company or any Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any Co-Investor, as the case may be, as well as any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“*Chester Park*” shall mean initially the Chester-York Park established pursuant to the terms of the Chester-York Park Agreement, and thereafter any Park which hereafter includes the Project, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Chester-York Park Agreement.

“*Chester-York Park*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Chester-York Park Agreement*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Co-Investor*” shall mean the Company and any Affiliate of the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in,

or providing funds for, the Project. As of the date of the original execution and delivery of this Agreement, [] is the sole Co-Investor.

“*Company*” shall mean [], a [] [], and its successors and assigns.

“*Costs of Special Source Improvements*” means all the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (d) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

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

“*County Ordinance*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Fee Payment*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Investment Period*” shall mean the period commencing with the first day that Project property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year corresponding to the initial tax year for which a Fee Payment is due with respect to the Project. In the event the initial tax year for which a Fee Payment is due with respect to the Project is the Property Tax Year ending on December 31, 2027, the Investment Period will end on December 31, 2032.

“*Minimum Investment Requirement*” shall mean investment in the Project by the Company and any Co-Investors, in the aggregate, of at least \$70,000,000 (without regard to depreciation or other diminution in value) by the end of the Investment Period.

“*Net Fee Payment*” shall mean a total annual Fee Payment of \$313,875 for each tax year during the term of this Agreement for which a Fee Payment is due hereunder; provided, however, the Fee Payment for the Project shall be increased for any tax year by the proportion by which the total nameplate generation capacity of the Project as of the end of the Property Tax Year (corresponding to such tax year) exceeded 69.75 megawatts of AC power. For example, and by way of example only, if the total nameplate generation capacity of the Project as of the Property Tax Year ending **December 31, 2028**, is 72 megawatts of AC power (or 103.2% of 69.75 megawatts), then the \$313,875 annual Net Fee Payment otherwise due for tax year 2029, due and payable to the County on or before January 15, 2030, would be \$324,000 (i.e., 103.2% of \$313,875). The Company shall provide the County Administrator, the County Auditor, and the County Treasurer with report(s) (including third party reports, if applicable) each year by the March 31 immediately following each Property Tax Year corresponding to a tax year for which a Fee Payment is due hereunder providing reasonably conclusive evidence of the total nameplate generation capacity of the Project as of the end of such Property Tax Year.

"*Park*" shall have the meaning ascribed thereto in the recitals of this Agreement.

"*Park Act*" shall have the meaning ascribed thereto in the recitals of this Agreement.

"*Park Agreement*" shall initially mean the Chester-York Park Agreement, as approved by the County by ordinance, as amended, modified, or supplemented through the date hereof, and as may be amended or supplemented from time to time and thereafter any replacement or successor Park Agreement thereof.

"*Person*" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

"*Project*" shall have the meaning ascribed thereto in the recitals of this Agreement and shall be further defined to include (i) the Project Site; (ii) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor; and (iii) all machinery, equipment, furnishings and other personal property now or hereafter located on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor for use on or about the Project Site; provided, however, the term Project shall be deemed to include such real and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service in the County within the Investment Period.

"*Project Site*" shall initially have the meaning ascribed thereto in the recitals of this Agreement and shall mean the site or sites upon which Project property is or will be located.

"*Property Tax Year*" shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"*Special Source Improvements*" means, to the extent paid for by the Company or any Co-Investors, whether prior to or after the date of this Agreement, any infrastructure serving the economic development of the County, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and, upon the written election of the Company to the County, any personal property, including, but not limited to, machinery and equipment used in the operation of a manufacturing or commercial enterprise, all in order to enhance the economic development of the County, including, but not limited to, the Project, all to the extent permitted by the Park Act.

"*Special Source Revenue Credits*" shall mean the special source revenue credits granted by the County described in **Section 3.01** hereof.

"*State*" shall mean the State of South Carolina.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations by the County. The County makes the following representations:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina. By proper action of the Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County is authorized and empowered by the provisions of the Park Act to enter into, execute, deliver, and carry out its obligations under, this Agreement.

(c) The County has duly approved this Agreement, including, without limitation, the Special Source Revenue Credits, by enactment of the County Ordinance in accordance with the procedural requirements of the Park Act and any other applicable state and local law.

(d) The County enters into this Agreement for the purpose of promoting the economic development of the County.

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

SECTION 2.02. Representations by the Company. The Company makes the following representations:

(a) The Company is a [] duly organized, validly existing, and in good standing, under the laws of [], authorized to transact business in the State of South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the Company official or officials signing this Agreement to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

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

(c) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the location of the Project in the County.

SECTION 2.03. Covenants by the County. The County has included or will use its commercially reasonable efforts to include and thereafter maintain the Project within the boundaries of the Chester Park for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Revenue Credits set forth in this Agreement.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Special Source Revenue Credits.

(a) To defray or reimburse the Costs of Special Source Improvements, the Company shall be entitled to receive, and the County shall provide, subject to the provisions of **Section 3.01(g)-(h)** hereof, and after application of any and all other credits, exemptions, or reductions against *ad valorem* taxes or against Fee Payments due pursuant to the Park Act allowed by law, including, but not limited to, any applicable five-year exemption from *ad valorem* taxes, or from Fee Payments pursuant to the Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State and Section 12-37-220(A)(7) of the Code, special source revenue credits against each Fee Payment due with respect to the Project from the Company for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, in an amount sufficient to reduce each such Fee Payment due for each such tax year such that the aggregate net Fee Payment due from the Company, after such reduction, is equal to the Net Fee Payment.

(b) To claim the Special Source Revenue Credit for each tax year of the benefit period set forth in **Section 3.01(a)** hereof, the Company, shall, no less than 45 days prior to the date after which *ad valorem* taxes or a Fee Payment, as applicable, become delinquent with respect to such tax year, file with the County Administrator, the County Auditor, and the County Treasurer, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit B, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit due for such tax year. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Revenue Credit Certification prior to amending and transmitting the applicable tax bill(s). If the information contained on the Annual Special Source Revenue Credit Certification is correct, then the County shall (i) reduce the applicable tax or Fee Payment bill(s), as applicable, to the applicable Net Fee Payment then due and owing and provide updated tax or Fee Payment bill(s), as applicable, to the Company, or (ii) if such tax or Fee Payment bill(s), as applicable, have been paid without application of the Special Source Revenue Credit, refund the amount of the Special Source Revenue Credit within 30 days after receiving the Company's Annual Special Source Revenue Credit Certification. The Company shall not be entitled to receive the Special Source Revenue Credit for an applicable tax year if it does not file the Annual Special Source Revenue Credit Certification as provided in this subsection, but shall be entitled to receive the Special Source Revenue Credit for future tax years if the Annual Special Credit Certification is timely provided in accordance with this subsection. In no event is the County required to provide any credit or remit any payment to the Company while any of the Company's taxes or Fee Payments, as applicable, have been invoiced by the County but remain outstanding, excluding any taxes or Fee Payments that may have been protested by the Company, until such outstanding amounts have been paid.

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

(c) If Section 3.01(a) hereof, or the granting of the Special Source Revenue Credits under this Agreement, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement.

(d) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS MADE WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND

SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County other than against the Fee Payments made by the Company with respect to the Project or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments made with respect to the Project.

(f) In accordance with the Park Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

(g) If, for any reason, the Fee Payment to be made by the Company with respect to any tax year is less than the Net Fee Payment, thus resulting in a Special Source Revenue Credit that is a negative number, and if a court of competent jurisdiction holds or determines that a negative Special Source Revenue Credit is not permitted under the Park Act, then the Company shall not be entitled to receive the Special Source Revenue Credit with respect to such tax year and any negative amount is carried forward to a future year and aggregated with any other future negative amounts until such amounts are able to be offset against a positive Fee Payment as a means of recapturing the previously over-credited or overpaid amount.

(h) If at least 50% of the Minimum Investment Requirement is not satisfied by the end of the Investment Period, without extension, then the Company shall not be entitled to receive the Special Source Revenue Credit and shall repay all Special Source Revenue Credits received by the Company.

If the Company does not meet Minimum Investment Requirement by the end of the Investment Period, without extension, but satisfies at least 50% of the Minimum Investment Requirement during the Investment Period, without extension, then the Company (i) shall continue to be eligible for the Special Source Revenue Credits described in **Section 3.01** hereof; provided, however, that the Company shall repay a *pro rata* share of the Special Source Revenue Credits theretofore received by the Company, and the amount of Special Source Revenue Credits to which the Company would otherwise be entitled prospectively under **Section 3.01(a)** hereof for each remaining tax years of the period set forth therein are prospectively reduced *pro rata*, all based on the highest level of aggregate investment (without regard to depreciation or diminution in value) made in the Project within the Investment Period, without extension, as compared to the Minimum Investment Requirement. Any payment made under this Section, shall be due no more than 15 days after the date after which *ad valorem* taxes or the Fee Payment, as applicable, due with respect to the tax year corresponding the year in which the Investment Period, without extension, expires become delinquent and shall be treated as a Fee Payment under this Agreement.

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that each of the Company and any Co-Investor may from time to time and, to the extent permitted by applicable law, (a) sell, transfer, lease, convey, or grant the right to occupy and use its respective portion of the Project, in whole or in part, or assign its interests in this Agreement, in whole or

in part, to one or more Persons or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to all or any part of the Project, including without limitation any sale-leaseback, equipment lease, or build-to-suit lease regardless of the identity of the income tax owner of such portion of the Project, without the consent of the County; provided, however, that any transfer or assignment by the Company or any Co-Investor of all or any of its interest in this Agreement to any Person other than an Affiliate or a financing or other entity pursuant to any lending, financing, leasing or other arrangement referenced above shall require, at the Company's sole expense and with such documentation and protections as the County may reasonably require, the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed; and provided, further, that the Company or any Co-Investor shall execute and deliver an agreement to be bound by the terms of this Agreement, as evidenced by such Co-Investor entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit C, and give written notice to the County of any such transfer or assignment. Subject to the foregoing provisions of this Section 4.01, no such sale, lease, conveyance, grant, transfer, or assignment shall relieve the County from the County's obligation to provide the Special Source Revenue Credits to the Company, or any transferee or assignee of the same, under this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party hereto shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of sixty (60) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration; provided, further, however, the punctual payment of any Fee Payment hereunder shall be subject to a thirty (30) day notice period.

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default by a party hereto, then and in every such case each other party in its respective discretion may:

(1) terminate this Agreement;

(2) take whatever other action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the non-defaulting party's rights hereunder, including suits for mandamus, and specific performance, including further, it being the express intent of the parties that the County, without limitation, shall have all remedies available by law to collect any Fee Payment due as if the Fee Payment were an *ad valorem* tax payment due and owing.

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

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right

or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

SECTION 6.02. Termination. This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in Section 3.01 hereof have been provided to, and received by, the Company. Additionally, the County and the Company may with respect to all or any portion of the Project jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all or any portion of the Project.

Notwithstanding the foregoing, this Agreement shall automatically terminate on January 1, 2028, in the event property comprising all or a portion of the Project is not placed in service on or before December 31, 2027.

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

SECTION 6.03. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with, and to the extent permitted by, its terms, upon and inure to the benefit of the Company, the County, and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.04. Provisions of Agreement for Sole Benefit of the Company and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of the Company and the County.

SECTION 6.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived herefrom.

SECTION 6.06. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of its respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.07. Notices. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via electronic mail or facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party:

(a) As to the County:

Chester County, South Carolina
Attn.: County Administrator
Post Office Box 580

Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

Chester County Attorney
105 Main Street
Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

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

(b) As to the Company:

Project 2187
Attn:[]
[]
[]

with a copy to (which shall not constitute notice for purposes of this Agreement) to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: (803) 540-2188
Fax: (803) 727-1469
Email: tushar@nexsenpruet.com

The County and the Company may, by notice given under this Section 6.07, each designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09 Agreement to Sign Other Documents and to Take Further Action. At the Company's sole expense and with such documentation and protections as the County may reasonably require, the County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the Fee Payments made with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political

subdivision of the State.

SECTION 6.10. Administration Expenses. The Company shall reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expense as set forth in the written request no later than 30 days following receipt of the written request from the County. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 6.11. Construction of Agreement. The parties hereto agree that each party hereto and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.12. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 6.13. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or similar means whereby each original signature has been reproduced (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to original signatures for all purposes.

SECTION 6.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.15. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.16. Further Proceedings. It is intended by the parties hereto that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

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

IN WITNESS WHEREOF, Chester County, South Carolina has caused this Agreement to be executed by its respective appropriate officials and its respective corporate seal to be hereunto affixed and attested and the Company has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

PROJECT 2187

By: _____

Name: _____

Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION

I _____, the _____ of [] (“Company”), do hereby certify in connection and in compliance with Section [] of the [], effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); the Company; and [] (“Co-Investor,” with Investor, collectively, “Company”) (“Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company during the Investment Period is not less than \$_____.

(2) The Special Source Revenue Credit for the _____ tax year is calculated as follows:

	Investor	Co-Investor
Fee Invoice	\$[•]	\$[•]
Special Source Revenue Credit Percentage	[•]%	[•]%
Special Source Revenue Credit	\$[•]	\$[•]
Net Fee Payment Due		

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: _____

JOINDER AGREEMENT

Reference is hereby made to (i) that certain [] Agreement effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); []; and [] (collectively, “Company”).

1. Joinder to 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 Agreement; (b) acknowledges and agrees that (i) in accordance the Agreement, the undersigned has been designated as a Co-Investor by the Company for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Co-Investor under the Agreement; and (iii) the undersigned shall have all of the rights and obligations of a Co-Investor as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the 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 6.07 of the 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 Agreement effective as of the date set forth above.

[],
a [] [corporation]

Signature: _____

Name: _____

Title: _____

Exhibit C - 1

[],
a [] [corporation]

Signature: _____

Name: _____

Title: _____

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

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
RESOLUTION NO. 2023-6

A RESOLUTION AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THAT CERTAIN FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, DATED AS OF JUNE 5, 2017, BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA (THE "COUNTY") AND TDY INDUSTRIES, LLC (THE "COMPANY") TO PROVIDE FOR EXTENSION OF THE FEE IN LIEU OF TAX TERM; (2) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THAT CERTAIN FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, DATED AS OF NOVEMBER 20, 2017, BY AND BETWEEN THE COUNTY AND THE COMPANY TO PROVIDE FOR EXTENSION OF THE FEE IN LIEU OF TAX INVESTMENT PERIOD; AND (3) OTHER MATTERS RELATED THERETO.

WHEREAS, Chester County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 (the "Negotiated FILOT Act") of the Code to enter into agreements whereby business enterprises will construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted; (ii) to covenant with such business enterprises to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments pursuant to the Negotiated FILOT Act with respect to such facilities; and

WHEREAS, pursuant to the Negotiated FILOT Act and an Ordinance enacted by the Council on June 5, 2017, the County and TDY Industries, LLC, a limited liability company organized and existing under the laws of the State of California (the "Company") entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of June 5, 2017 (the "First Expansion Project FILOT Agreement"), which related, in part, to certain real and/or personal property located in the County and defined in the First Expansion Project FILOT Agreement as the "Expansion Project" (collectively, the "First Expansion Project"); and

WHEREAS, pursuant to the Negotiated FILOT Act and an Ordinance duly enacted by the Council on November 20, 2017, the County entered into that certain Fee in Lieu of Tax and Incentive Agreement with the Company (the "Second Expansion Project FILOT Agreement"), which related, in part, to certain real and/or personal property located in the County and defined in the Second Expansion Project FILOT Agreement as the "Project" (collectively, the "Second Expansion Project"); and

WHEREAS, in accordance with Sections 12-44-30(21) and 12-44-30(13) of the Negotiated FILOT Act, respectively, and as inducement for additional investment to be made, or caused to be made, by the Company in the County, which, if the Company's plans proceed as expected, shall be at least \$3,000,000, the County has determined to provide for (i) a ten (10) year extension of the FILOT term applicable to the First Expansion Project as set forth in the First Expansion Project FILOT Agreement, all as further set forth in greater detail in the First Amendment to Fee in Lieu of Tax and Incentive Agreement (the "First Expansion Project FILOT Amendment"), the substantially final form of which is attached hereto as Exhibit A; and, (ii) a five (5) year extension of the "Investment Period" as set forth in the Second Expansion Project FILOT Agreement, all as further set forth in greater detail in the First Amendment to Fee in Lieu of Tax and Incentive Agreement (the "Second Expansion Project FILOT Amendment", and together with the First

Expansion Project FILOT Amendment, the “FILOT Amendments”), the substantially final form of which is attached hereto as Exhibit B.; and

WHEREAS, as required by Sections 12-44-30(21) and 12-44-30(13) of the Negotiated FILOT Act, respectively, the Company timely applied to the County for the above-referenced extensions before the end of (i) the FILOT term applicable to the First Expansion Project under the First Expansion Project FILOT Agreement and (ii) the “Investment Period” applicable to the Second Expansion Project under the Second Expansion Project FILOT Agreement.

NOW THEREFORE, BE IT RESOLVED, by the County Council:

Section 1. *Approval of FILOT Extensions.* In accordance with Section 12-44-30(21) and 12-44-30(13) of the Negotiated FILOT Act, the County hereby approves and ratifies (i) a ten (10) year extension of the FILOT term applicable to the First Expansion Project under and pursuant to the First Expansion Project FILOT Agreement, all as set forth more particularly in the First Expansion Project FILOT Amendment; (ii) a five (5) year extension of the Investment Period under and pursuant to the Second Expansion Project FILOT Agreement, all as further set forth in greater detail in the Second Expansion Project FILOT Amendment.

Section 2. *FILOT Amendments.*

(a) The form, terms, and provisions of the First Expansion Project FILOT Amendment presented to this meeting and filed with the Clerk to County Council are approved and all of the terms, provisions, and conditions of the First Expansion Project FILOT Amendment are incorporated by reference.

(b) The form, terms, and provisions of the Second Expansion Project FILOT Amendment presented to this meeting and filed with the Clerk to County Council are approved and all of the terms, provisions, and conditions of the Second Expansion Project FILOT Amendment are incorporated by reference.

(c) Each of the FILOT Amendments to be executed on behalf of the County shall be in substantially the form now before the Council and shall include only changes that are approved by the County officials executing each of the FILOT Amendments. The County officials shall consult the attorney for the County with respect to any changes to either of the FILOT Amendments. The execution of each of the FILOT Amendments by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of each of the FILOT Amendments now before this meeting.

Section 3. *Authorization to Execute and Deliver the FILOT Amendments.* The Chairman of County Council (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to execute and deliver each of the FILOT Amendments, and to take further actions and execute and deliver further documents as the Chairman of County Council (and his designated appointees) deems reasonably necessary and prudent to effect this Resolution’s intent.

Section 4. *General Repealer.* Any prior resolution or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 5. *Effective Date.* This Resolution is effective from and after its passage by the Council.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

DONE in meeting duly assembled this March 20, 2023.

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham, Chairman
Chester County Council

(SEAL)
ATTEST:

Karen Lee
Clerk, Chester County Council

EXHIBIT A

FORM OF FIRST EXPANSION PROJECT PILOT AMENDMENT

See attached.

EXHIBIT B

FORM OF SECOND EXPANSION PROJECT PILOT AMENDMENT

See attached.

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
BY AND BETWEEN
CHESTER COUNTY, SOUTH CAROLINA
AND
TDY INDUSTRIES, LLC**

AMENDED, EFFECTIVE: MARCH 20, 2023

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement previously entered into by and between Chester County, South Carolina and TDY Industries, LLC, dated as of June 5, 2017, which such Fee in Lieu of Tax and Incentive Agreement converted and re-documented the incentive arrangements set forth in that certain Third Amendment to and Restatement of Lease Purchase Agreement dated as of December 1, 2002 between Chester County, South Carolina and TDY Industries, LLC (formerly known as TDY Industries, Inc. and, prior thereto, Teledyne Industries, Inc.).

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "First Amendment"), effective March 20, 2023, is between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and TDY Industries, LLC, limited liability company organized and existing under the laws of the State of California, acting for itself, any affiliates, and/or other project sponsors (the "Company").

WITNESSETH:

WHEREAS, Chester County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 (the "Negotiated FILOT Act") of the Code to enter into agreements whereby business enterprises will construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted; (ii) to covenant with such business enterprises to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments pursuant to the Negotiated FILOT Act with respect to such facilities; and

WHEREAS, pursuant to Sections 12-44-170(B) of the Negotiated FILOT Act, and in connection with certain manufacturing and related facilities at one or more locations in the County (the "Expansion Project") and pursuant to an Ordinance duly enacted by the Council on June 5, 2017, the County and the Company entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of June 5, 2017 (the "FILOT Agreement"), whereby the County agreed to provide, amongst other things, certain FILOT benefits to the Company with respect to the Expansion Project as set forth therein; and

WHEREAS, in consideration of the investment in the Expansion Project by the Company, and continued investment and employment by the Company in the County, and in accordance with Sections 12-44-30(21) and 12-44-40(K) of the Negotiated FILOT Act, the County has determined to provide for a ten (10) year extension of the term of the FILOT applicable to the Expansion Project and set forth in the FILOT Agreement, all as further set forth in greater detail in this First Amendment; and

WHEREAS, the County approved the foregoing action to be taken, and authorized the execution and delivery of this First Amendment pursuant to that certain Resolution duly adopted by the Council with respect to this First Amendment on March 20, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and respective representations and agreements hereinafter contained, and other lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms used in this First Amendment and not otherwise defined in this First Amendment have the meanings ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement.

(i) The last sentence of Section 6.01(b)(i) of the FILOT Agreement is hereby deleted in its entirety and the following is substituted therefor:

“For each annual increment of investment in Negotiated FILOT Property comprising the Expansion Project, the annual Negotiated FILOT Payment with respect thereto shall be payable for a period of 30 years.”

(ii) Subsection (2) of Section 6.01(b)(iii) of the FILOT Agreement is hereby deleted in its entirety and the following is substituted therefor:

“(2) a millage rate of 289.8 mills, which has been the applicable millage rate under the Lease to date and which rate shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Simplified FILOT Act for the entire payment period specified in clause (i) above for the Expansion Project;”

Section 3. Remaining Terms and Provisions. Except as amended in Section 2 above, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 5. Multiple Counterparts; Electronic Signatures. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Signature pages to this First Amendment may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

[Execution Pages Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement, effective the date first above written.

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham, Chairman
Chester County Council

(SEAL)
ATTEST:

Karen Lee
Clerk, Chester County Council

TDY INDUSTRIES, LLC

By: _____

Name: _____

Its: _____

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
BETWEEN
CHESTER COUNTY, SOUTH CAROLINA
AND
TDY INDUSTRIES, LLC**

AMENDED, EFFECTIVE: MARCH 20, 2023

This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement previously entered into by and between Chester County, South Carolina, and TDY Industries, LLC, dated as of November 20, 2017.

**FIRST AMENDMENT TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "First Amendment"), effective March 20, 2023, is between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and TDY Industries, LLC, a limited liability company organized and existing under the laws of the State of California, acting for itself, one or more affiliates, and/or other project sponsors (the "Company").

WITNESSETH:

WHEREAS, Chester County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 (the "Negotiated FILOT Act") of the Code to enter into agreements whereby business enterprises will construct, operate, maintain, and improve industrial and commercial facilities through which the economic development of the State of South Carolina (the "State") will be promoted; (ii) to covenant with such business enterprises to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments pursuant to the Negotiated FILOT Act with respect to such facilities; and

WHEREAS, in connection with the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the "Project") and pursuant to Ordinance No. 2017-21, duly enacted by the Council on November 20, 2017, the County and the Company entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of November 20, 2017 (the "FILOT Agreement"), whereby the County agreed to provide, amongst other things, certain FILOT benefits to the Company with respect to the Project as set forth therein; and

WHEREAS, in consideration of the investment in the Project by the Company, and continued investment and employment by the Company in the County, and in accordance with Sections 12-44-30(13) and 12-44-40(K) of the Negotiated FILOT Act, the County has determined to provide for a five (5) year extension of the Investment Period, as set forth in greater detail in this First Amendment; and

WHEREAS, the County approved the foregoing action to be taken, and authorized the execution and delivery of this First Amendment pursuant to that certain Resolution duly adopted by the Council with respect to this First Amendment on March 20, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and respective representations and agreements hereinafter contained, and other lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms used in this First Amendment and not otherwise defined in this First Amendment have the meanings ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement.

(i) Section 1.01 of the FILOT Agreement is hereby amended as follows:

(1) The definition of "Investment Period" is deleted in its entirety and the following is substituted therefor:

““*Investment Period*” shall mean the period commencing on the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the tenth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service.”

(ii) Section 4.01(c) of the FILOT Agreement is hereby deleted in its entirety and the following is substituted therefor:

“Intentionally omitted.”

Section 3. Remaining Terms and Provisions. Except as amended in Section 2 above, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 5. Multiple Counterparts; Electronic Signatures. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Signature pages to this First Amendment may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

[Execution Pages Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement, effective the date first above written.

CHESTER COUNTY, SOUTH CAROLINA

Joe Branham, Chairman
Chester County Council

(SEAL)
ATTEST:

Karen Lee
Clerk, Chester County Council

TDY INDUSTRIES, LLC

By: _____

Name: _____

Its: _____



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: March 20, 2023
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Chester County Lawn Maintenance

Chester County Council Members,

On February 17, 2023, the Purchasing Office and Facilities Maintenance Office issued RFP 2223-08. The bids were opened on March 14, 2023. We would like to award the bid to the lowest bidder Jays Lawn Maintenance & Landscaping out of Chester, SC in the amount of \$3,408.00 per month for 15 months.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



REQUEST FOR REIMBURSEMENT 2022 VFA GRANT FOR FIRE DEPARTMENTS SC FORESTRY COMMISSION

NOTE: Please TYPE, or print very clearly!

Fire Department Name <u>(as listed on W-9)</u> :		Federal Taxpayer Id Number (9 digits):	
NORTH CHESTER FIRE DEPARTMENT		57 - 6000331	
Mailing Address:	City:	State:	Zip code:
2428 OLD YORK Rd.	CHESTER	SC	29706

NOTE: this address MUST match the address assigned to the W-9 Form

Period Covered By This Request: **April 1, 2022 to April 15, 2023.**

a. Grand Total from Form 4	Total Expenses	Enter total dollar amount from all invoices for supplies and equipment purchased and paid for by Fire Department since April 1, 2022. Invoices should show check number and date paid.
\$ 4351.77		
b.	Fire Dept. Share	Enter remaining share Fire Department will cover (a. - c.). This amount must be at least equal to, or greater than the Grant Allocation
- \$ 2175.88		
c.	Grant allocation	Must be between \$500.00 and \$5,000. This is the amount the fire department should receive. (The grant check may be one half of qualified invoices or the Grant Allocation, whichever is less). Total expenses minus fire department share.
= \$ 2175.88		

Certification: "I certify that to the best of my knowledge and belief the data above is correct, and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested."

Fire Chief's Signature	Fire Chief's E-mail Address:	Work/Home Phone:
	EDARBY@chestercounty.sc.gov	803-899-0338
Printed Name	Cell Phone Number:	Date
Billy BRAKEFIELD	803-899-0338	3-10-2023

Note: please include a cell number, in case more info is needed. Thanks.

MAIL this Request Form, along with **paid invoices**, and other required paperwork/documents by:

April 15, 2023 to:

SC Forestry Commission
PO Box 21707
Columbia, SC 29221
Attn: VFA Coordinator

Required Documents/Paperwork to receive funding	
Place a "Check" below, beside each line (once completed) and ready to be mailed	
<input checked="" type="checkbox"/>	1 VFA Allocation Form 1: Request For Reimbursement/Checklist
<input checked="" type="checkbox"/>	2 VFA Allocation Form 2: Equipment Purchase Summary
<input checked="" type="checkbox"/>	3 VFA Allocation Form 3: Document Verification Form
Optional (if applicable):	
<input type="checkbox"/>	VFA Allocation Timesheet (FD timesheet for in-kind matching funds)

