



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 17, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. April 3rd, 2023 Minutes.
- 4. Citizen's Comments**
- 5. Public Hearing**
 - a. **3rd 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 Albemarle U.S., Inc. Previously Identified 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.
- 6. Ordinances/Resolutions/Proclamations**
 - a. **3rd 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 Albemarle U.S., Inc. Previously Identified 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.
 - b. **2023-10** 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 Raven).
 - c. **2023-11** A Resolution to Approve Settlement and Allocation Agreements in the South Carolina Opioid Litigation Matter.
- 7. Administrator's Report-** Administrator Brian Hester.
- 8. New Business**
 - a. Approval to use Blue Avenue as a vendor for a new Chester County Tourism Website using Economic Development FILOT funds. - Kris Phillips.

b. Lando Fire Department is requesting permission to use left over monies in the amount of \$ 9792.00 dollars to paint the interior of the fire department. - Jamie Bowman.

c. Rural Fire is requesting to transfer remaining grant match funds in the amount of \$42,824.12 dollars to purchase rechargeable batteries for Self-Contained Breathing Airpack's within the county. - Meghan Brewer.

9. Boards and Commissions

a. Appointment to Assessment of Appeals Board. - Councilwoman Mosley.

10. Executive Session

a. To discuss Project 2247. Administrator Hester.

b. To receive legal advice regarding potential litigation. Attorney Winters.

c. To receive legal advice regarding potential litigation. Attorney Winters

d. To discuss a contractual matter regarding the County Administrator. Administrator Hester.

11. Council Actions Following Executive Session

a. Action taken regarding Project 2247.

b. Action taken regarding potential litigation.

c. Action taken regarding potential litigation.

d. Action taken regarding a contractual matter.

12. Council Comments

13. 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

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 3, 2023 at 6:00 PM

MINUTES

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Guy, Councilwoman Mosley, Councilman Agee, Councilman Killian, County Administrator Hester, 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.

Chairman Branham called for a motion to remove 6.d. from the agenda. Councilwoman Mosley motioned to remove, second by Councilman Guy. Unanimous vote.

3. **Approval of Minutes**
 - a. **March 20th, 2023 minutes.** Vice Chairman Wilson motioned to approve, second by Councilman Killian. Unanimous vote.

4. **Citizen's Comments**

Benji Layman, 8720 Red Oak Blvd, Charlotte NC addressed Council regarding being in favor of both Fielding rezoning request.

Fran Sudol Hutchins, 3236 Fishing Creek Church Rd, Chester addressed Council regarding being opposed to both Fielding and DR Horton rezoning request.

Doug Elles, 12957 Blakemore Dr, Huntersville, NC addressed Council regarding being in favor of Fielding rezoning request.

Allen Dickard, 10601 Agnes Douglas Rd, Fort Mill, SC addressed Council regarding being opposed to both Fielding rezoning request.

Shawn Saras, 2738 Lyle Rd, Chester, SC addressed Council regarding being opposed to both Fielding and DR Horton's rezoning request.

Ron Thompson, 2615 Steele Village Rd, Rock Hill addressed Council regarding being opposed to both Fielding and DR Horton's rezoning request.

Roxanne James, 3007 Steele Village Rd, Rock Hill addressed Council regarding being opposed to Fielding rezoning request.

Eddie Bechlter, 1520 Grandparents Rd, Edgemoor, SC addressed Council regarding being opposed to both Fielding rezoning request.

Troy Karski, 8025 Arrow bridge Rd, Charlotte, NC addressed Council regarding being in favor of all DR Horton rezoning request.

5. **Public Hearing**—Chairman Branham opened the public hearing. No one signed up to speak.

a. **3rd 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. The public hearing was closed.

6. **Ordinances/Resolutions/Proclamations**

a. **3rd 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 Agee asked Bond Attorney Michael Kozlarek how much money from the fee in lieu would go to schools and how many years.

Mr. Kozlarek stated \$70 million was invested and it was a flat amount that is paid to the county every year at \$313,875. As Mr. Darby mentioned at the last meeting, 30% of that would be going to the school district, which was \$94,162.50 per year for forty years. He stated that if the project survives all the caveats in place if that level of investment is maintained, and that level of fee stream is received by the county and the county makes no other changes to the allocation. Councilman Agee motioned to approve, second by Councilman Guy. Unanimous vote.

b. **2023-5 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 2187).** Councilman Vaughn motioned to approve, second by Councilman Agee. Unanimous vote.

c. **3rd Reading of 2023-9 An Ordinance for Social Media Policy.** Public Hearing 3-20-23.

County Administrator Hester stated he and Attorney Winters had long discussions regarding this. He stated that they looked into other options, they were currently being live streamed on the County website. This would push people to our website where information about the county can be obtained. Citizens would go to our website under Council where they would click on live streaming and watch the meeting there also, he stated they were testing it out right now.

Vice Chairman Wilson asked if the recordings on the council website could be archived.

Mr. Hester stated yes, it can also be shared on You Tube. Councilman Vaughn motioned to approve, second by Councilman Guy. Unanimous vote.

(Removed) d. 2nd Reading 2023-8 An Ordinance to Amend Chester County Code, Chapter 6, Animals. Public Hearing 3-6-2023.

7. **Administrator’s Report- County Administrator Brian Hester.**

Mr. Hester stated he would provide Council reports by email and as well as being uploaded to your packet and one drive. At the last meeting he stated he was asked to gather information regarding GITI tire, he found there were no issues Council would need to act on as far as the fee in lieu agreement. The railroad congestion information he obtained from L&C Norfolk Southern was from the aftermath of COVID. Their plans were to increase the number of rail cars and hire more people.

8. Old Business

a. 1st Reading of CCMA22-17 Fielding Homes LLC C/O Isaacs Group request 160.33 acres of Tax Map # 114-00-00-015-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 5-1 to approve.

Councilman Agee and Councilwoman Mosley agreed with the citizens who spoke during citizens comments stating it would be too much traffic on the roads in those areas.

Councilman Guy stated he did not feel comfortable approving any of the rezoning request without having a development agreement in place.

Chairman Branham stated the development agreement would be resolved before the third and final reading.

Vice Chairman Wilson stated he appreciated all the citizens who show up for meetings and express their concerns. He voted for Stanton, Winchester and Village Drive planned developments, and he voted for the industries coming to Chester who will need employees and houses. He stated that there are a lot of pros and cons to every issue, but having a planned development with sidewalks, fire hydrants with ingress and egress those are benefits as opposed to scattered developments throughout the county. Scattered developments would create a host of problems and he sees the benefits of having the density which would save land and farmland.

Councilman Agee motioned to deny, second by Councilwoman Mosley. Vote 4-3 to deny. Councilman Killian motioned to reconsider, second by Councilman Agee. Unanimous vote. Councilman Killian motioned to defer the first reading to May 1st and asked County Administrator Hester to put together a workshop, second by Councilwoman Mosley. Unanimous vote.

b. 1st Reading of CCMA22-18 Fielding Homes LLC C/O Isaacs Group request 19.27 acres of Tax Map # 114-00-00-059-000 on Gaston Farm Road to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 5-1 to approve. Councilman Guy motioned to defer the first reading to May 1st, second by Councilman Killian. Unanimous vote.

c. 1st Reading of CCMA22-19 D.R. Horton Inc request Tax Map # 135-00-00-019-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Vice Chairman Wilson motioned to defer the first reading to May 1st, second by Councilman Guy. Vote 5-2 to approve. Councilmembers Agee and Mosley opposed.

d. 1st Reading of CCMA22-20 D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Councilman Killian motioned to defer the first reading to May 1st, second by Councilman Agee. Vote 5-2 to approve. Councilmembers Agee and Mosley opposed.

e. 1st Reading of CCMA22-21 D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Councilman Guy motioned to defer the first reading to May 1st, second by Councilman Killian. Vote 5-2 to approve. Councilmembers Agee and Mosley opposed.

f. 1st Reading of CCMA22-22 D.R. Horton Inc request 9.45 acres of Tax Map # 136-00-00- 042-000 on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Vice Chairman Wilson motioned to defer the first reading to May 1st, second by Councilman Killian. Vote 5-2 to approve. Councilmembers Agee and Mosley opposed.

9. Executive Session-Councilman Guy motioned to go to executive session, second by Councilwoman Mosley. Unanimous vote.

a. To receive legal advice regarding Project 2298. Bond Attorney Michael Kozlarek.

b. To discuss a contractual matter regarding the Administrator. - Attorney Winters.

c. To receive legal advice regarding Project 2273. Attorney Winters.

d. To receive legal advice regarding Administrative & Public Works personnel matter. Attorney Winters.

10. Council Actions Following Executive Session- Councilman Killian motioned to go back to regular session, second by Councilwoman Mosley. Unanimous vote.

a. Action taken regarding Project 2298. Council gave Economic Development permission to proceed with negotiations.

b. Action taken regarding Administrator's contractual matter. Information only.

c. Action taken regarding Project 2273. Information only.

d. Action taken regarding Administrative & Public Works personnel matter.

Councilman Vaughn motioned that Council authorize Mr. Hester to make personnel changes that were discussed in executive session, second by Councilman Killian. Vice Chairman Wilson asked if the changes could be explained.

Administrator Hester said first, the receptionist position that currently reports to the County Administrator would report directly to Human Resources. Second, the current position that's in the budget for an assistant county administrator to reclassify as an assistant for the County Administrator/PIO (public information officer) for the County and would report to him. Third, take the parks and recreation position that was budgeted and reclassify that position. There will be a parks and recreation position, but it may not be at a director level but would fall somewhere in between.

11. Council Comments

Councilman Agee thanked Robert Long and Kris Phillips for the fantastic job they do regarding recruiting interest to Chester County.

12. Adjourn-Councilman Agee motioned to adjourn, second by Councilwoman Mosley. Unanimous vote.

KLee

Time: 9:30 PM

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.

**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 ALBEMARLE U.S., INC. PREVIOUSLY IDENTIFIED 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, Albemarle U.S., Inc., previously identified as Project Raven (“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]
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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

ALBEMARLE U.S., INC.

Dated as of April 17, 2023

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**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: | Albemarle U.S., Inc. | Project Name: | Project Raven |
| Projected Taxable Investment: | \$1,200,000,000 | Projected Jobs: | 307 |
| Location (street): | Richburg Magnolia Site, SC Highway 9, Chester SC 29729 | Tax Map Nos.: | 135-00-012-000; 145-00-007-000 |
| 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 ALBEMARLE U.S., INC., 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 anticipates that, should its plans proceed as expected, it 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 Albemarle U.S., Inc., 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:

Albemarle Corporation on behalf of Albemarle U.S., Inc.
Attn: James Burkhalter III
4250 Congress Street, Suite 900
Charlotte, NC 28209

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

Albemarle Corporation
Attn: Samuel Reaves, Esq.
4250 Congress Street, Suite 900
Charlotte, NC 28209

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

Elizabeth A. Buckner, Esq.
Moore & Van Allen PLLC
100 N. Tryon St., Suite 4700
Charlotte, NC 28202

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.

**[TWO SIGNATURE PAGES 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:

ALBEMARLE U.S., INC.

Print Name: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A MAG NAIL AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HWY. 9 (LANCASTER HIGHWAY) AND THE CENTERLINE OF BRYANT CORNER ROAD THENCE PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF S.C. HWY. 9 IN A DIRECTION OF N 55° 31' 07" W FOR A DISTANCE OF 31.47' TO A 5/8" REBAR W/ CAP;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF RICHBURG MAGNOLIAS, LLC THE FOLLOWING COURSES AND DISTANCES: N 50° 37' 01" E FOR 311.41' TO A 5/8" REBAR W/ CAP; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N 48° 07' 32" E FOR 257.96' (SAID CURVE HAVING A RADIUS OF 2967.00' AND A LENGTH OF 258.04') TO A 5/8" REBAR W/ CAP; THENCE N 45° 38' 02" E FOR 323.48' TO A 5/8" REBAR W/ CAP; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N 41° 47' 16" E FOR 115.85' (SAID CURVE HAVING A RADIUS OF 867.00' AND A LENGTH OF 115.94') TO A 1/2" REBAR; THENCE N 42° 45' 28" W FOR 659.88' TO A 1/2" REBAR; THENCE N 55° 16' 31" W FOR 437.32' TO A 1/2" REBAR; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 20° 38' 50" W FOR 210.01' (SAID CURVE HAVING A RADIUS OF 433.02' AND A LENGTH OF 212.12') TO A 5/8" REBAR W/ CAP; THENCE S 34° 40' 49" W FOR 167.22' TO A 5/8" REBAR W/ CAP; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 26° 48' 27" W FOR 127.93' (SAID CURVE HAVING A RADIUS OF 467.00' AND A LENGTH OF 128.33') TO A 5/8" REBAR W/ CAP; THENCE S 18° 56' 05" W FOR 187.36' TO A 5/8" REBAR W/ CAP; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 26° 48' 27" W FOR 146.02' (SAID CURVE HAVING A RADIUS OF 533.00' AND A LENGTH OF 146.48') TO A 5/8" REBAR W/ CAP; THENCE S 34° 40' 49" W FOR 25.00' TO A 5/8" REBAR W/ CAP; THENCE S 34° 40' 49" W FOR 89.04' TO A 5/8" REBAR W/ CAP; THENCE S 32° 57' 55" W FOR 4.73' TO A 5/8" REBAR W/ CAP; THENCE S 31° 15' 00" W FOR 87.81' TO A 5/8" REBAR W/ CAP; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 32° 57' 55" W FOR 19.99' (SAID CURVE HAVING A RADIUS OF 334.00' AND A LENGTH OF 19.99') TO A 5/8" REBAR W/ CAP; THENCE S 34° 40' 49" W FOR 55.16' TO A 5/8" REBAR W/ CAP; THENCE S 10° 25' 09" E FOR 35.29' TO A 5/8" REBAR W/ CAP;

THENCE TURNING AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF S.C. HWY. 9 THE FOLLOWING COURSES AND DISTANCES: N 55° 31' 07" W FOR 1398.73' TO A 5/8" REBAR W/ CAP; THENCE N 52° 39' 22" W FOR 100.12' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 100.00' TO A 5/8" REBAR W/ CAP; THENCE N 58° 22' 51" W FOR 100.12' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 900.00' TO A 5/8" REBAR W/ CAP; THENCE N 51° 42' 16" W FOR 75.17' TO A 5/8" REBAR W/ CAP; THENCE N 34° 28' 53" E FOR 15.00' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 50.00' TO A 5/8" REBAR W/ CAP; THENCE S 34° 28' 53" W FOR 15.00' TO A 5/8" REBAR W/ CAP; THENCE N 59° 19' 57" W FOR 75.17' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 500.00' TO A 5/8" REBAR W/ CAP; THENCE N 44° 12' 31" W FOR 76.49' TO A 5/8" REBAR W/ CAP; THENCE N 34° 28' 53" E FOR 15.00' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 50.00' TO A 5/8" REBAR W/ CAP; THENCE S 34° 28' 53" W FOR 15.00' TO A 5/8" REBAR W/ CAP; THENCE N 66° 49' 42" W FOR 76.49' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 150.00' TO A 5/8" REBAR W/ CAP; THENCE N 44° 12' 31" W FOR 50.99' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 25.00' TO A 5/8" REBAR W/ CAP; THENCE N 34° 28' 53" E FOR 20.00' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 50.00' TO A 5/8" REBAR W/ CAP; THENCE S 34° 28' 53" W FOR 15.00' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 25.00' TO A 5/8" REBAR W/ CAP; THENCE N 61° 13' 45" W FOR 100.50' TO A 5/8" REBAR W/ CAP; THENCE N 55° 31' 07" W FOR 200.00' TO A 5/8" REBAR W/ CAP; THENCE N 61° 13' 45" W FOR 50.25' TO A 5/8" REBAR W/ CAP AND THEN N 55° 31' 07" W FOR 520.02' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF ROBERT L HAGGINS ETAL THE FOLLOWING COURSES AND DISTANCES: N 72° 12' 50" E FOR 1513.65' TO A 1/2" ROD IN ROCK PILE; THENCE N 05° 06' 35" W FOR 937.31' TO A 2-1/2" PIPE; THENCE N 74° 35' 34" W FOR 523.90' TO A 2-1/2"

PIPE; THENCE N 35° 04' 43" W FOR 378.72' TO 5/8" A REBAR AND THEN N 19° 18' 08" E FOR 395.35' TO A RR SPIKE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF JENNIFER CAROLYN SMITH IN A DIRECTION OF S 74° 02' 27" E FOR A DISTANCE OF 527.73' TO A 2-1/2" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTIES OF JENNIFER CAROLYN SMITH, BRENDA J BENNETT, H & H REAL ESTATE, ANGELA DEJESUS HOUGH, RICHBURG MAGNOLIAS, LLC AND J & G SC INVESTMENTS LLC IN A DIRECTION OF N 14° 40' 25" E FOR A DISTANCE OF 3345.78' TO A 2-1/2" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF J & G SC INVESTMENTS LLC THE FOLLOWING COURSES AND DISTANCES: S 25° 46' 56" E FOR 1687.95' TO A 2-1/2" PIPE AND THEN N 14° 21' 19" E FOR 266.19' TO A POINT IN THE CENTERLINE OF TRIBUTARY;

THENCE TURNING AND PROCEEDING ALONG THE CENTERLINE OF TRIBUTARY THE FOLLOWING COURSES AND DISTANCES: N 46° 13' 02" E FOR 28.20' TO A POINT; THENCE S 75° 18' 00" E FOR 42.56' TO A POINT; THENCE N 80° 32' 45" E FOR 28.14' TO A POINT; THENCE N 32° 27' 16" E FOR 28.23' TO A POINT; THENCE N 69° 12' 18" E FOR 19.95' TO A POINT; THENCE N 37° 08' 04" E FOR 79.11' TO A POINT; THENCE N 15° 14' 10" W FOR 18.45' TO A POINT; THENCE N 18° 05' 11" E FOR 33.11' TO A POINT; THENCE N 31° 50' 00" E FOR 40.94' TO A POINT; THENCE S 85° 56' 30" E FOR 27.22' TO A POINT; THENCE N 45° 40' 59" E FOR 16.61' TO A POINT; THENCE N 06° 37' 47" E FOR 19.26' TO A POINT; THENCE N 55° 11' 49" E FOR 53.72' TO A POINT; THENCE S 88° 18' 20" E FOR 28.71' TO A POINT; THENCE N 54° 49' 01" E FOR 65.45' TO A POINT; THENCE N 43° 40' 19" E FOR 60.45' TO A POINT; THENCE S 77° 02' 15" E FOR 18.88' TO A POINT; THENCE N 87° 09' 03" E FOR 65.24' TO A POINT; THENCE N 30° 57' 03" E FOR 70.39' TO A POINT; THENCE N 49° 00' 00" E FOR 50.20' TO A POINT; THENCE N 39° 22' 23" E FOR 65.21' TO A POINT; THENCE S 75° 49' 34" E FOR 52.22' TO A POINT; THENCE S 82° 51' 04" E FOR 35.40' TO A POINT; THENCE N 45° 26' 34" E FOR 29.78' TO A POINT; THENCE N 86° 37' 05" E FOR 11.82' TO A POINT; THENCE S 35° 55' 13" E FOR 11.96' TO A POINT; THENCE S 05° 58' 11" E FOR 46.85' TO A POINT; THENCE S 16° 04' 24" E FOR 64.36' TO A POINT; THENCE S 75° 51' 38" E FOR 53.76' TO A POINT; THENCE N 63° 24' 08" E FOR 28.32' TO A POINT; THENCE N 45° 36' 18" E FOR 37.56' TO A POINT; THENCE N 71° 29' 07" E FOR 27.07' TO A POINT; THENCE S 30° 32' 02" E FOR 11.96' TO A POINT; THENCE S 07° 53' 56" E FOR 33.77' TO A POINT; THENCE S 64° 12' 26" E FOR 27.56' TO A POINT AND THEN S 87° 27' 22" E FOR 34.18' TO A POINT IN THE CENTERLINE OF FISHING CREEK;

THENCE TURNING AND PROCEEDING ALONG THE CENTERLINE OF FISHING CREEK THE FOLLOWING COURSES AND DISTANCES: S 24° 45' 58" E FOR 68.96' TO A POINT; THENCE S 17° 56' 13" E FOR 97.82' TO A POINT; THENCE S 25° 42' 53" E FOR 319.29' TO A POINT; THENCE S 34° 15' 55" E FOR 266.15' TO A POINT; THENCE S 48° 36' 16" E FOR 342.56' TO A POINT; THENCE S 40° 15' 00" E FOR 230.11' TO A POINT; THENCE S 46° 44' 44" E FOR 110.08' TO A POINT; THENCE S 71° 22' 06" E FOR 140.29' TO A POINT; THENCE N 77° 59' 27" E FOR 393.32' TO A POINT; THENCE N 86° 06' 45" E FOR 371.67' TO A POINT; THENCE N 75° 43' 08" E FOR 233.78' TO A POINT; THENCE N 77° 51' 53" E FOR 48.71' TO A POINT; THENCE N 60° 42' 30" E FOR 112.79' TO A POINT; THENCE N 49° 03' 24" E FOR 62.39' TO A POINT; THENCE N 28° 49' 32" E FOR 136.92' TO A POINT; THENCE N 12° 14' 43" E FOR 172.21' TO A POINT; THENCE N 13° 06' 50" E FOR 134.17' TO A POINT; THENCE N 33° 46' 18" E FOR 106.77' TO A POINT; THENCE N 50° 58' 29" E FOR 115.11' TO A POINT; THENCE N 57° 12' 29" E FOR 138.86' TO A POINT; THENCE N 66° 45' 59" E FOR 97.18' TO A POINT; THENCE N 70° 11' 58" E FOR 214.04' TO A POINT AND THEN N 87° 00' 43" E FOR 177.29' TO A POINT;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF JOSEPH W JORDAN IN A DIRECTION OF S 11° 09' 54" E FOR A DISTANCE OF 801.12' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF DUKE POWER COMPANY THE FOLLOWING COURSES AND DISTANCES: S 74° 12' 13" W FOR 221.56' TO A 1/2" REBAR; THENCE S 15° 48' 20" E FOR 199.99' TO A 1/2" REBAR AND THEN N 74° 12' 33" E FOR 206.40' TO A 1" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF JOSEPH W JORDAN IN A DIRECTION OF S 00° 45' 46" E FOR A DISTANCE OF 660.70' TO A 1-1/2" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF JASON SCOTT TURNER IN A DIRECTION OF S 24° 48' 10" W FOR A DISTANCE OF 2115.10' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTIES OF QIAO YUN CHEN, BILLY JOE PLAYER JR, H & H REAL ESTATE INVESTMENTS, BRADLEY R HUBBARD, JAMES HOLLEY AND H & H REAL ESTATE INVESTMENTS THE FOLLOWING COURSES AND DISTANCES: N 67° 50' 38" W FOR 22.76' TO A MAG NAIL; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 33° 17' 08" W FOR 62.54' (SAID CURVE HAVING A RADIUS OF 426.60' AND A LENGTH OF 62.60') TO A MAG NAIL AND THEN S 25° 12' 25" W FOR 950.79' TO A MAG NAIL;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF H & H REAL ESTATE INVESTMENTS IN A DIRECTION OF S 76° 34' 24" E FOR A DISTANCE OF 464.87' TO A 1" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF ROBERT A DARBY JR THE FOLLOWING COURSES AND DISTANCES: S 10° 30' 10" W FOR 513.34' TO A 1" REBAR; THENCE S 41° 57' 55" W FOR 133.60' TO A 1" REBAR; THENCE N 86° 11' 44" W FOR 567.04' TO A 1/2" REBAR; THENCE S 12° 54' 30" E FOR 220.00' TO A MAG NAIL AND THEN S 03° 45' 10" W FOR 145.41' TO A MAG NAIL IN THE CENTERLINE OF BRYANT CORNER ROAD;

THENCE TURNING AND PROCEEDING ALONG THE CENTERLINE OF BRYANT CORNER ROAD THE FOLLOWING COURSES AND DISTANCES: S 08° 51' 26" W FOR 649.47' TO A MAG NAIL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 27° 10' 53" W FOR 649.98' (SAID CURVE HAVING A RADIUS OF 1033.72' AND A LENGTH OF 661.19') TO A MAG NAIL; THENCE S 45° 28' 19" W FOR 376.46' TO A MAG NAIL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 48° 11' 09" W FOR 150.00' (SAID CURVE HAVING A RADIUS OF 1603.67' AND A LENGTH OF 150.05') TO A MAG NAIL AND THEN S 50° 56' 03" W FOR 337.34' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS APPROXIMATELY 718.484 ACRES OR 31,297,188 SQUARE FEET, MORE OR LESS.

TAX MAP NO.: 135-00-012-000 and 145-00-007-000

DERIVATION: This being a portion of the property conveyed to Richburg Magnolias, LLC by Deed from Byrum Land & Timber, Inc. f/k/a Park Road Shopping Center, Inc. by deed dated May 7, 2018 and recorded on May 10, 2018 in Book 1240, Page 243 in the Office of the Clerk of Court for Chester County, SC.

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:

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

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

| | |
|----------------------------------|----------------------|
| | Albemarle U.S., Inc. |
| 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 Albemarle U.S., Inc. (“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.

ALBEMARLE U.S., INC.,
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)
)
 CHESTER COUNTY)

A RESOLUTION OF
 CHESTER COUNTY, SOUTH CAROLINA

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 RAVEN).

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 approving the increase in the Park’s boundaries and (b) delivering the approving resolution 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 RESOLVED BY CHESTER COUNTY THAT THE PARK AGREEMENT IS AMENDED AS OF APRIL 17, 2023, TO INCLUDE THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT B TO THIS RESOLUTION.

RESOLVED, FURTHER, the Chester County Administrator or his designee is directed, as contemplated the Park Agreement, to deliver a copy of this Resolution to the appropriate York County representatives.

RESOLVED, FURTHER, all orders, resolutions, and parts thereof in conflict with this Resolution, are to the extent of that conflict, repealed.

This Resolution takes effect and remains in full force upon adoption by the Chester County Council.

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

Adopted: April 17, 2023

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joe Branham

Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

EXHIBIT A

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

**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 FILOT 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 Roadley
County Council Chair/Supervisor

(SEAL)
ATTEST:

Cawley 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:

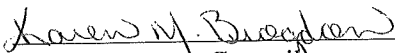

Clerk of County Council

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 | |

EXHIBIT B
EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION

| COMPANY NAME | TAX MAP NO. | NOTES |
|----------------------|--------------------|--------------|
| Albemarle U.S., Inc. | 135-00-012-000 | |
| Albemarle U.S., Inc. | 145-00-007-000 | |



Resolution 2023-11

A RESOLUTION TO APPROVE ADDITIONAL SETTLEMENT AND ALLOCATION AGREEMENTS IN THE SOUTH CAROLINA OPIOID LITIGATION MATTER

WHEREAS, the people of the State of South Carolina and its local governments and communities have been harmed by an epidemic of opioid use and abuse, which has been caused by the conduct of various entities and individuals in the opioid supply chain in their efforts to market, promote, sell, distribute, dispense, and/or supply opioid products; and

WHEREAS, the State of South Carolina, through its Attorney General, Alan Wilson, and Political Subdivisions within the State of South Carolina, through their elected representatives, officials, and counsel, are separately engaged in litigation against a number of entities and individuals in the opioid supply chain, seeking to hold them accountable for the damage they have caused and will continue to cause within the State of South Carolina; and

WHEREAS, the State of South Carolina, through its Attorney General, and the Political Subdivisions within the State of South Carolina, through their elected representatives, officials, and counsel, in bringing litigation, the State and its Political Subdivisions entered into nationwide settlement agreements in 2021 to resolve all opioid litigation against three of the largest pharmaceutical distributors, McKesson, Cardinal Health, and Amerisource Bergen and against manufacturer, Janssen Pharmaceuticals and its parent company, Johnson and Johnson; and

WHEREAS, the State of South Carolina, through its Attorney General, and the Political Subdivisions within the State of South Carolina, through their elected representatives, officials, and counsel, in bringing litigation, the State and its Political Subdivisions have entered into nationwide settlement agreements in 2022 all opioid litigation against three pharmacy chains, CVS, Walgreens, and Walmart along with two additional manufacturers, Allergan and Teva.

WHEREAS, after receiving and reviewing information, advice, and a qualified recommendation from litigation counsel, Chester County does approve the additional national settlements and the proposed South Carolina Allocation Agreement for said settlements.

THEREFORE, be it resolved that Chester County does hereby accept the additional national settlements with the three pharmacy chains, CVS, Walgreens, and Walmart along with two additional manufacturers, Allergan and Teva. Be it further resolved that Chester County does

hereby accept the proposed South Carolina Allocation Agreement, which provides for an intra-state division of funds obtained in South Carolina as a result of such settlements.

DONE IN MEETING DULY ASSEMBLED, this 17th day of April, 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham, Chair, Chester County Council

ATTEST:

Karen Lee
Clerk to County Council of Chester County

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news** (<https://nationalopioidsettlement.com/news>).

[HOME \(/\)](#) [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/) [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.



CHOOSE  CHESTER

ROBERT D. LONG
Director

KRIS PHILLIPS
Assistant Director



Tourism + Talent Attraction | Landing Page Website Proposal



:: WEBSITE OVERVIEW ::

TOURISM + TALENT ATTRACTION

Landing Page Website

Chester County is looking to create a landing page website to promote tourism in the County while also simultaneously using the website as a recruitment tool to attract viable talent to the area. This website will highlight the wealth of recreational activities available in the County and the surrounding area, as well as promote upcoming events, new housing opportunities and more.

GROW WITH PROGRESS

We will design and develop the website to be easily updated and built upon as new attractions are added, as community events occur or new housing is complete.

UTILIZE VISUAL ELEMENTS

The site will utilize numerous visual elements to attract the viewer, including compelling photography, infographics, mapping, and visual icons with movement features.

PROVIDE SYNERGY OF SITES

Complementing the forthcoming site for Chester County Economic Development, we will develop the site with the same synergy for an immediate connection.

WEBSITE HIGHLIGHTS

- Whitewater Rafting
- Skydive Carolina
- Golf Courses
- State Parks
- Carolina Adventure World
- Festivals + Events
- Textile Loft Apartments
- Housing Developments



:: SCOPE OF WORK ::

WEBSITE INFORMATION ARCHITECTURE

Using information gleaned from existing data collected and on-going correspondence, we will determine a vision, primary goals and an outline for the new Chester County Tourism + Talent Attraction website. When building the website, we will use an “iterative” strategy process, as you will see incremental progress from the moment the project begins. The iterative process of Analyze + Design + Code + Test will repeat throughout the project, and you will be closely involved throughout.

phase 01



ARCHITECTURE

Our team will create user scenarios and user flows, map tasks to individual web pages, create content maps, and determine site navigation.



WIREFRAME

Wireframes of the home page and important site pages will be created, displaying placement of all components and allowing you to make revisions as you see fit.



PROTOTYPE

A working prototype of the website will allow you to navigate, assess and adjust the framework of the new website prior to the progression to the next phase.

WEBSITE DEVELOPMENT

During the website development stage, we strive to develop a website that will become a primary attraction and awareness tool for tourism in Chester County. The new website will be a streamlined, clean and professional site featuring custom photography, maps and infographics along with detailed information on attractions, events, housing and more in Chester County.

phase 02



DEVELOPMENT

Each section of the website will be designed and developed to make the site visually appealing, easy to navigate, yet quick to comprehend.



RESPONSIVE

The site will be responsive, as it will work seamlessly on all devices from smartphones and tablets to laptops and large screen desktops.



SEO

The site will be optimized for search engines, as we will incorporate key components, including relevant keywords and unique page titles.

WEBSITE TESTING + TRAINING

Prior to launching, we need to ensure that the website is thoroughly tested on multiple devices, browsers, and at different speeds. In addition, we need for Chester County to feel confident in your ownership and control of the site. Blue Avenue will perform the tasks detailed here to make certain that you have a successful website launch.

phase 03



TESTING

The site will be tested on multiple browsers and devices and at various connection speeds to ensure optimal viewing experience for all users.



ANALYTICS

Throughout the development process, we will develop goals for visitors and content delivery, allowing for the use Google Analytics to measure results.



TRAINING

For the County to easily edit and update the site, we will conduct training lessons to the executive and supporting staff, as so requested.

timeline



PART ONE

INFORMATION ARCHITECTURE



DAYS 1-21



DAYS 22-105



DAYS 106-120



PART THREE

TESTING + TRAINING



PART TWO

WEBSITE DEVELOPMENT



:: ESTIMATE ::

cost estimate

WEBSITE TURNKEY DEVELOPMENT

- *Phase 1* :: Information architecture
- *Phase 2* :: Website development
- *Phase 3* :: Testing + training



\$20,000

NEW WEBSITE UPDATES

Following the launch of the new website, for maintenance and support we will invoice at a rate of \$165/hour.

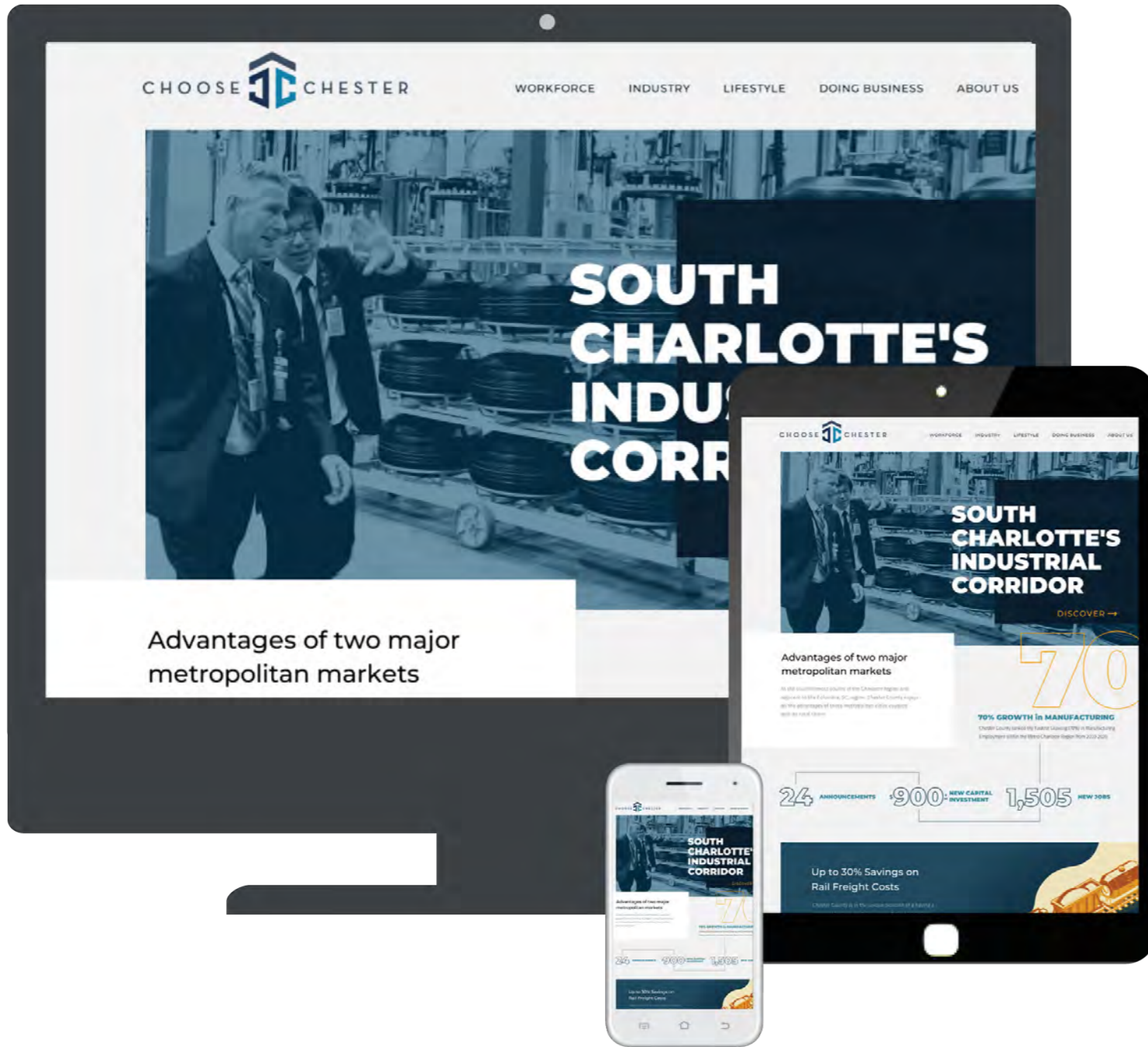


\$165/hour

Cost does not include any additional 3rd party costs which are not detailed above, such as custom photography or videography. For hosting, we will determine prior to launch and will obtain prior approval for the cost with Chester County. We will seek client approval for all 3rd party costs prior to making any purchases.

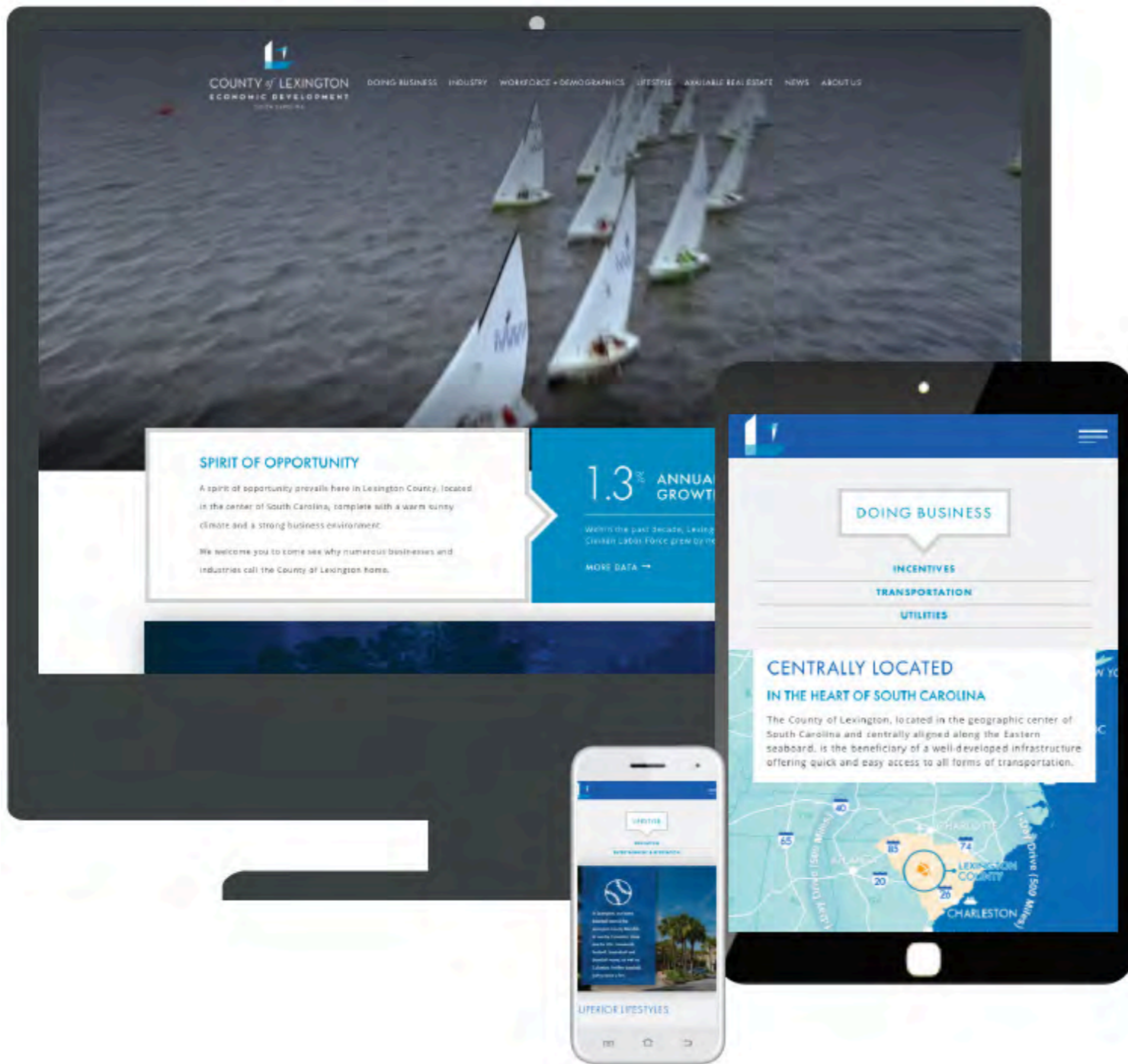


:: PORTFOLIO ::



- ★ Branding | New Logo
- 🗺️ Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign

CCED: Website Development In Progress



COUNTY *of* LEXINGTON
ECONOMIC DEVELOPMENT
SOUTH CAROLINA

- ★ Branding | New Logo
- 🗺️ Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign

LexingtonCountyUSA.com

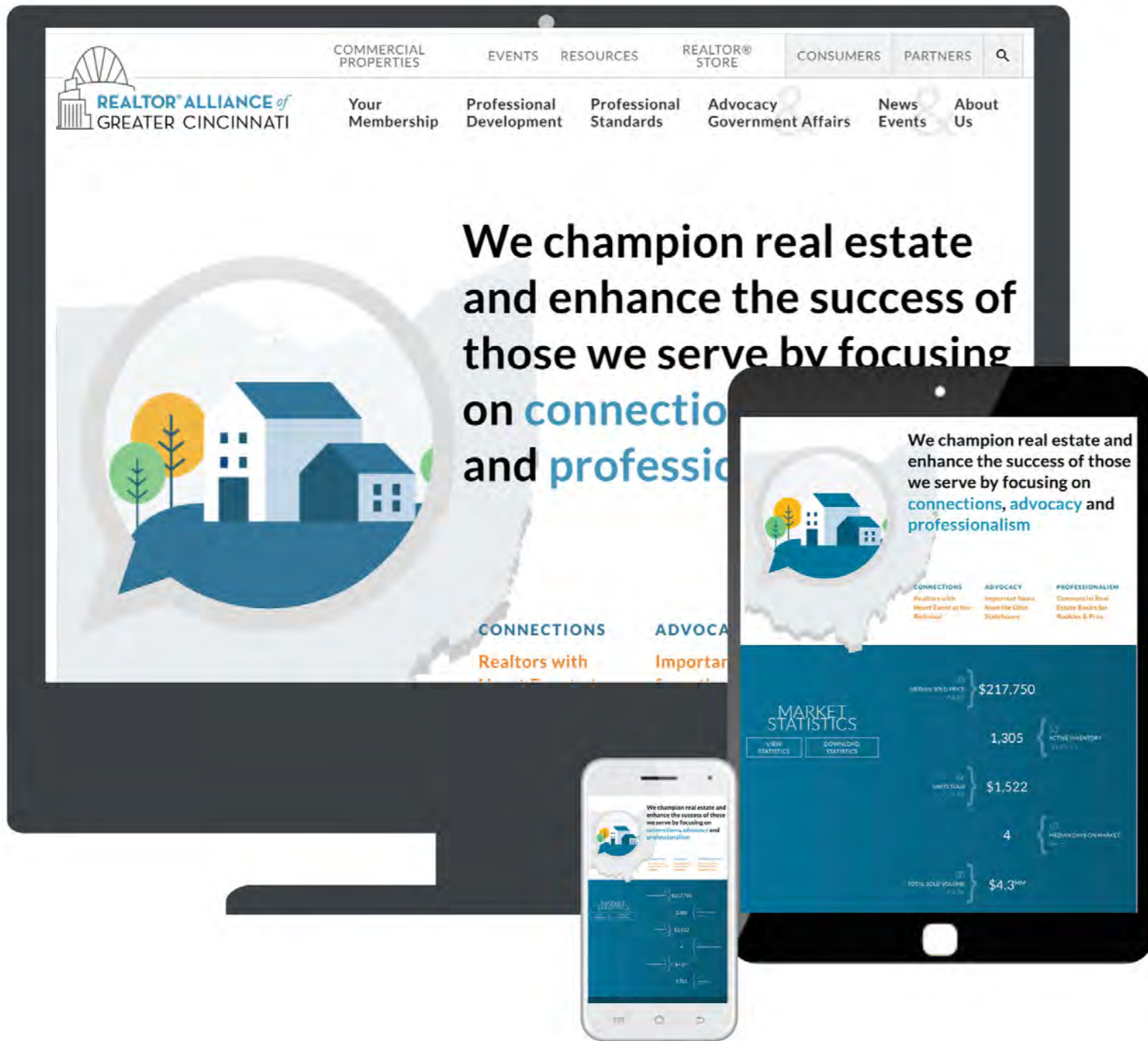


I77Megasite.com



INTERNATIONAL MEGA SITE

- ★ Branding | New Logo
- 🗺️ Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📊 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign



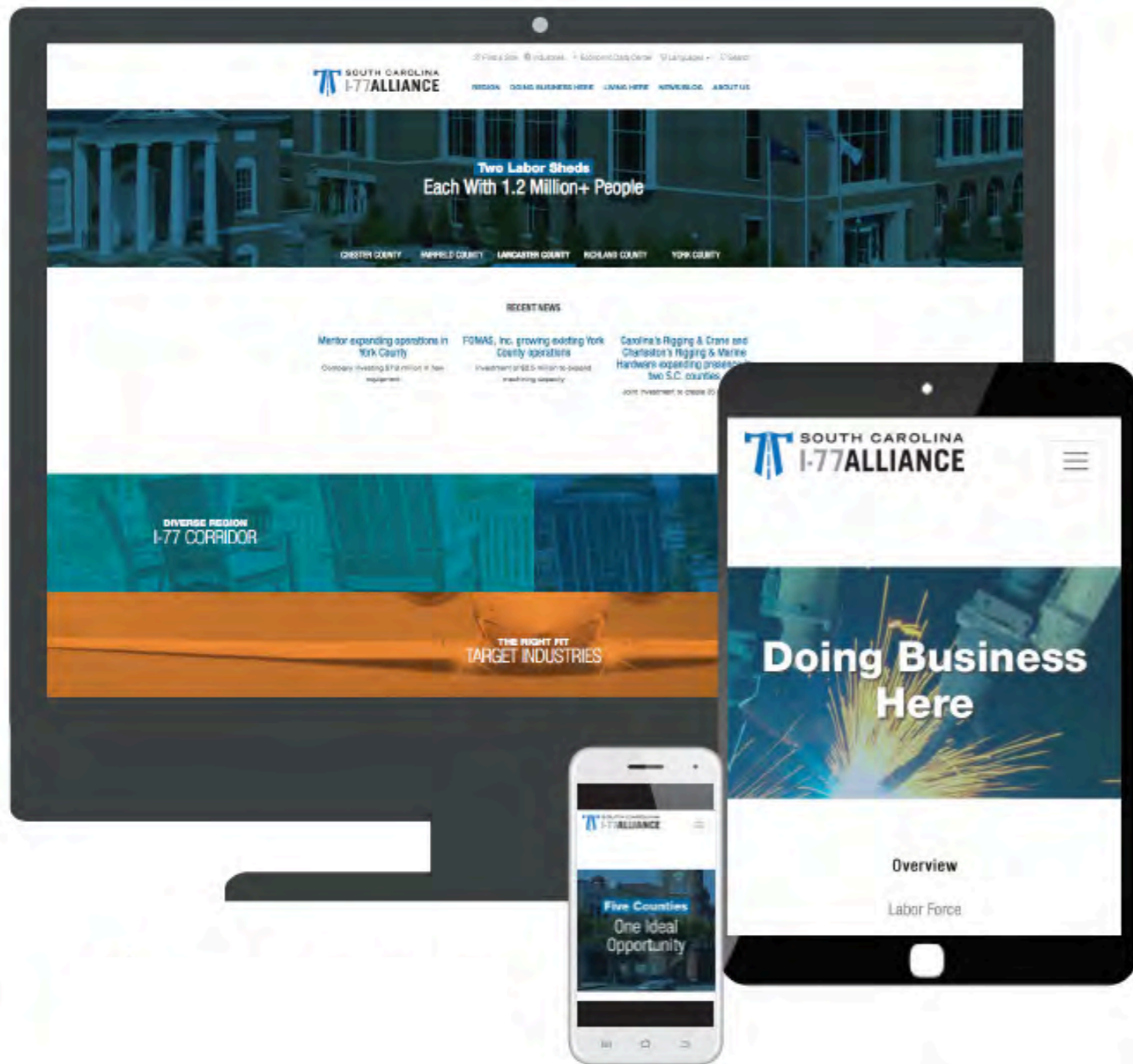
- ★ Branding | New Logo
- 🧭 Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign

CincyRealtorAlliance.com



SOUTH CAROLINA I-77ALLIANCE

- ★ Branding | New Logo
- 🗺️ Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign



I77Alliance.com

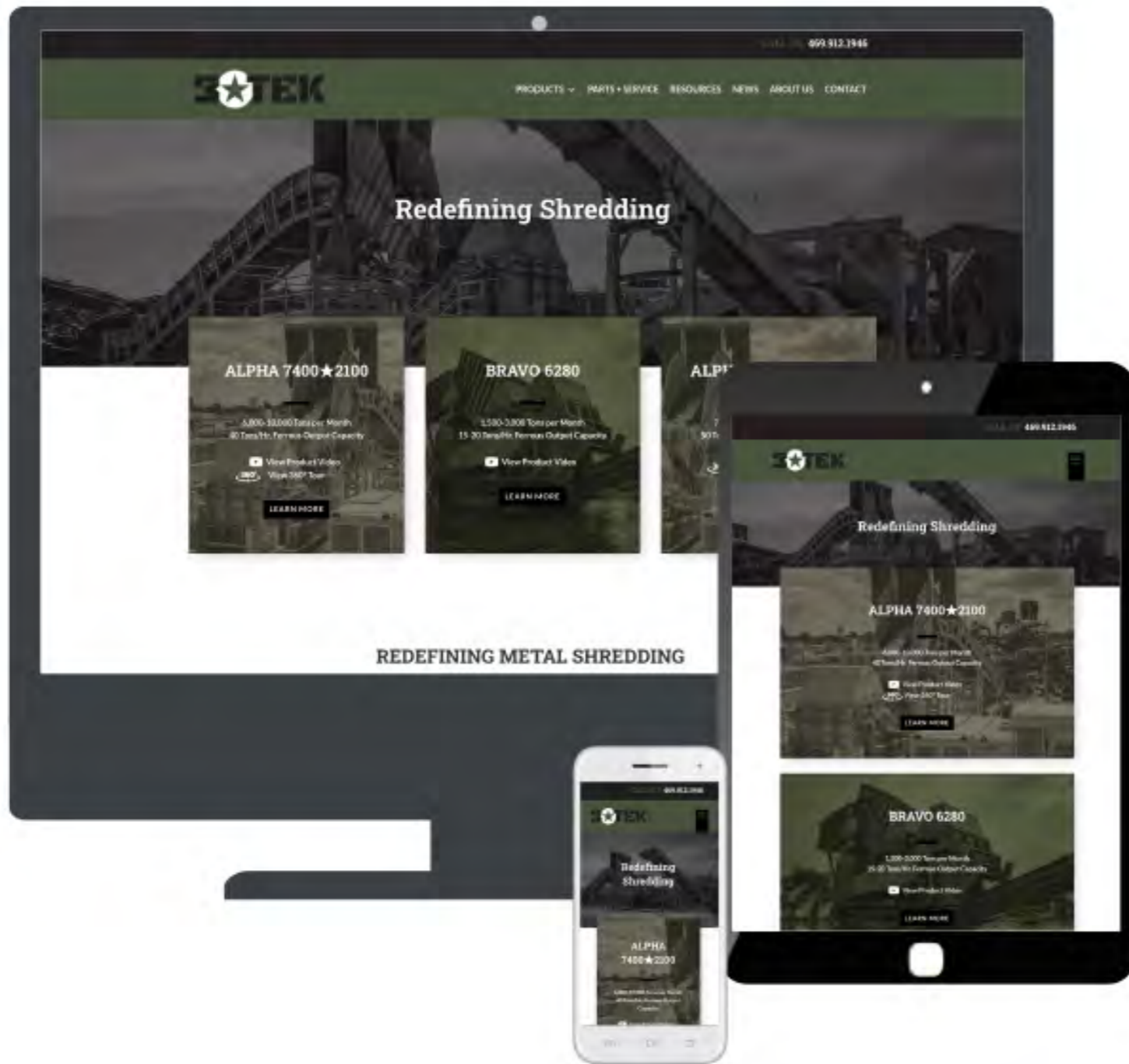


JEDA

SOUTH CAROLINA
Jobs-Economic Development Authority

- ★ Branding | New Logo
- 🧭 Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign

SCJEDA.com



3TEK.com

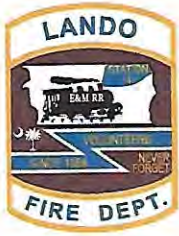


- ★ Branding | New Logo
- 🧭 Discovery Process
- 🔄 Responsive Design
- 📄 Content Management System
- 📈 SEO + Analytics
- 📶 Website Usability Testing
- 🌐 Awareness Campaign



BLUE AVENUE

goblueavenue.com



LANDO FIRE PROTECTION DISTRICT

P.O. Box 53

Edgemoor, SC 29712

07/April/2023

I am requesting time in front of the Count Council to ask for the remaining balance of money allotted the Lando Fire District for maintenance of our building. The balance is \$ 9792 and we want to use this to paint the interior of building. As a side note our building is used as a voting precinct for the Edgemoor area.

A handwritten signature in black ink, appearing to read "J. Bowman", is written over the printed name and title.

Jamie Bowman

Chairman of the Lando Fire District Board

CHESTER COUNTY GOVERNMENT BUDGET TRANSFER REQUEST FORM

ALL BUDGET TRANSFER REQUESTS MUST BE TAKEN TO FINANCE DIRECTOR FOR APPROVAL PRIOR TO TAKING TO COUNTY SUPERVISOR

Department Name Rural Fire
Department Number 350
Date 4/10/2023

| Account Number to Transfer From | Amount | Account Number to Transfer To | Amount |
|---------------------------------|--------------------|-------------------------------|--------------------|
| <u>100-350-5237</u> | <u>\$42,824.12</u> | <u>100-350-5219</u> | <u>\$42,824.12</u> |
| | | | |
| | | | |
| | | | |

Justification for Transfer(s)

We would like to use the remaining grant match funds to purchase Rechargeable batteries for the SCBA's within the county

Department Head Approval _____

Finance Director Approval _____

County Supervisor Approval _____

In accordance with Chester County budget ordinance, the County Supervisor may approve transfers between line items of a department. **ONLY COUNTY COUNCIL MAY APPROVE TRANSFERS BETWEEN DEPARTMENTS.**

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* **Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercountysc.gov**

Date: 04/05/2023

Board or Commission Appointment being sought: Board of Appeals

Name: CHRISS H. FLYNN Jr. Occupation: self employed

Street Address: 3412 VICTORIAN HILL DR, RICHBURG SC 29729

Mailing Address: (if different from above) _____

Telephone: [REDACTED] Cell: [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County yes / no.

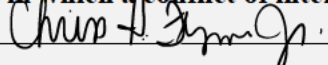
Date of Birth: / / Sex: M

If recommended by a Council Member, indicate their name: ERIN MOSLEY

In which Council District do you reside? Please indicate (1-7) 1

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire? / /

CONFLICT OF INTEREST STATEMENT: I, CHRISS H. FLYNN JR, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature): 

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

- | | |
|---|--|
| <input type="checkbox"/> Accommodation Tax Board | <input type="checkbox"/> Lewis Fire Protection District |
| <input type="checkbox"/> Ad-Hock Burnt House Cemetery | <input type="checkbox"/> Olde English District |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Parks and Recreation Board |
| <input checked="" type="checkbox"/> Assessment of Appeals Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Catawba Mental Health | <input type="checkbox"/> Radio Users Advisory Committee |
| <input type="checkbox"/> Catawba Regional Council of Government | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce | <input type="checkbox"/> Rural Fire Commission |
| <input type="checkbox"/> Chester County Library | <input type="checkbox"/> Solid Waste Advisory Board |
| <input type="checkbox"/> Chester Metropolitan District | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | |
| <input type="checkbox"/> Fort Lawn Fire Protection District | |
| <input type="checkbox"/> Gateway Steering Committee | |
| <input type="checkbox"/> Hazel Pittman Center | |
| <input type="checkbox"/> John Keziah Park | |
| <input type="checkbox"/> Lando Rural Fire | |