



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Tuesday, February 18, 2025 | 6:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. SPECIAL PRESENTATION OF J. MITCHELL GRAHAM AWARD

Bill Robinson, SC Association of Counties President

4. APPROVAL OF MINUTES

- a) February 3, 2025 Council Meeting Minutes
- b) February 10, 2025 Council Workshop Minutes

5. CITIZEN'S COMMENTS

6. PUBLIC HEARING

- a) Ordinance 2025-1 An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.
- b) Ordinance 2025-2 An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.
- c) Ordinance 2025-3 An ordinance authorizing the execution and delivery of a fee in lieu of tax and special source revenue credit agreement by and between Chester County and

Project P2285; providing for a fee in lieu of ad valorem taxes incentive; providing for a special source revenue credit; creating or modifying a joint county industrial and business park agreement between Chester County and York County so as to establish or enlarge the park; and other related matters.

- d) Ordinance 2025-4 An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.
- e) Ordinance 2025-5 An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto

7. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 2nd Reading of Ordinance 2025-6
An ordinance to dissolve the Chester County Rural Fire Board; to create the Chester County Fire Service Board; to provide for the governance; to create the purpose and implementation; to define the authority and scope; and other related matters.
- b) Resolution 2025-5 Providing for changes to the county employee/personnel handbook relating to parental leave, professional conduct and workplace relationships, recruitment procedures, holidays, and annual leave; and providing for other related matters.
- c) Resolution 2025-6 To Gift the Service Weapon to Deputy Charles McKenzie
- d) Consideration of Woodhaven Phase I Bond Reduction
- e) Consideration of Woodhaven Phase II Bond Approval

8. ADMINISTRATOR'S REPORT

9. CONSENT AGENDA

- a) 3rd Reading of CCMA24-16 Antwon Caldwell request Tax Map #079-05-10-005-000 located at 590 Beltline Road, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Single Family Residential District (RS-1). The Planning Commission voted 5-0 to approve.

b) 3rd Reading of Ordinance 2025-1

An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.

c) 3rd Reading of Ordinance 2025-2

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

d) 3rd Reading of Ordinance 2025-4

An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.

e) 3rd Reading of Ordinance 2025-5

An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

f) 2nd Reading of Ordinance 2025-3

An ordinance authorizing the execution and delivery of a fee in lieu of tax and special source revenue credit agreement by and between Chester County and Project P2285; providing for a fee in lieu of ad valorem taxes incentive; providing for a special source revenue credit; creating or modifying a joint county industrial and business park agreement between Chester County and York County so as to establish or enlarge the park; and other related matters.

10. OLD BUSINESS

a) FROM CCTC:

1. Reimbursement approval for Road and Sign Materials to the Chester County Roads Department in the amount of \$98,634.42

2. Consideration of usage of One-Time Monies in the amount of \$100,000 to fund small projects

11. NEW BUSINESS

- a) Fiscal Year 2024 Audit Report
Tommy Darby, Treasurer

12. BOARDS AND COMMISSIONS

13. EXECUTIVE SESSION

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Vista Resources, LLC
- b) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2493

14. ACTIONS FOLLOWING EXECUTIVE SESSION

- a) 1st Reading of Ordinance 2025-7 (Title Only)
Approving the execution and delivery of a development agreement between the County and Vista Resources, LLC; and providing for other related matters.
- b) Action taken regarding Project P2493

15. COUNCIL COMMENTS

16. 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 Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, February 3, 2025 | 6:00 PM

MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman William Killian, Councilman Bobby Raines (7:37pm departure), Councilman Mike Vaughn, Councilman Corey Guy, Councilman John Agee, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

1. CALL TO ORDER

Chairman Wilson called the meeting to order at 6:03pm.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

The pledge of allegiance was recited and invocation given by Councilman Guy.

3. APPROVAL OF MINUTES

Chairman Wilson asked council to consider an amendment to the agenda. Chairman Wilson requested that item 10 A (Fiscal Year 2024 Audit Report) be removed due to Tommy Darby being unable to attend due to sickness. Vice Chair Mosley motioned to amend the agenda and remove item 10 A, seconded by Councilman Raines. Vote 7-0 to amend. Chairman Wilson also asked to move item 6 C, Proclamation honoring Ms. Madeline "Kay" Feaster Miles to item 3 B. Councilman Agee motioned to move item 6 C to before Citizens Comments, seconded by Councilman Vaughn. Vote 7-0 to move the agenda item.

a) January 21, 2025 Council Meeting Minutes

Councilman Guy motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.

b) Proclamation honoring Ms. Madeline "Kay" Feaster Miles

Councilman Guy stated that Ms. Kay was a leader in the community and this proclamation was to honor her life of mentoring and being an example for the citizens of East Chester. Councilman Guy then presented the proclamation honoring the legacy of the late Ms. Madeline "Kay" Feaster Miles.

4. CITIZEN'S COMMENTS

1. Brenda McBrayer of 2633 Starnes Road, Edgemoor, came before the council to request financial support for the "Christmas in Chester" event. She explained that this was an annual event they had held for about 10 years but had taken a break during COVID. Mrs. McBrayer detailed the various free activities they provide for children 12 and under, including an ice-skating rink, snow hill, Cinderella makeovers, a tea party, and more. She stated the total budget for the event is around \$36,000. Mrs. McBrayer then asked the council to provide \$15,000 in funding, and stated she would raise the remaining \$21,000 from local businesses and the community. She emphasized that the children in Chester County deserve these types of over-the-top experiences. Councilman Killian voiced his support for the event and agreed the county should provide funding to help make it happen. Mrs. McBrayer stated she needed the funding as soon as possible to make the necessary deposits for the various activities and vendors.

2. Brady Sanford of Whitehall Hill Road in York introduced himself as representing Vista Resources, LLC, the developer for the rezoning petitions on the agenda. He provided an overview of the changes that had been made since the planning commission meeting. Mr. Sanford stated they had worked with staff to address concerns about the connection to the rear of the existing community. They had developed a mechanism to allow emergency management access with a locked gate, while preventing ordinary citizen access. Mr. Sanford also indicated he had some example home designs he could share with the council during the discussion of the rezoning items. He also had his civil engineer and traffic engineer present in case the

council had any questions.

3. Max Nelson of 1224 Pickens in Columbia expressed hope that the county would approve the project proposal. He thanked the development team for diligently working with the county to address concerns raised by the Planning Commission. Mr. Nelson expressed his belief that the site was a prime location that would bring value to the county.

5. PUBLIC HEARING

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

a) 1st Reading of Ordinance 2025-6 (Title Only)

An ordinance to dissolve the Chester County Rural Fire Board; to create the Chester County Fire Advisory Board; to provide for the governance; to create the purpose and implementation; to define the authority and scope; and other related matters.

Vice Chair Mosley motioned to approve, seconded for discussion by Councilman Agee. Vote 6-1 to approve. Opposed by Councilman Agee.

Councilman Agee stated there needed to be a plan and that the fire chiefs needed to be made aware of the plan. Administrator Hester stated there was a plan that the plan had been discussed with the council and the fire chiefs. He explained that while some fire departments had special purpose tax districts and reported to their own boards, the county council had the ultimate legislative authority and was responsible for the finances and operations of the fire services in the county. Mr. Hester stated the goal of the proposed changes was to create better communication and oversight of the fire service finances that the council was responsible for. He said the proposed advisory board was meant to enhance transparency and decision-making around the allocation of over \$2 million in annual fire funds, while eliminating duplication of services.

Assistant Fire Director JP McNeil explained that since 1983, the Board of Rural Fire Control for Chester County had been serving the county for the purpose of fire protection and control. He stated that seven citizens were appointed to the board for four-year terms by the county council to study and survey fire protection and control problems in the county and formulate a comprehensive plan of fire control. Mr. McNeil noted that the fire service in Chester County and nationwide had dramatically changed over the last 42 years, with new NFPA code standards dictating best practices in the industry. He said the needs of the county from the Board of Rural Fire Control were no longer the best options, as communication among the 12 departments had to happen more frequently than just monthly meetings. Mr. McNeil explained that the fire service had evolved into a central asset to the county requiring daily management, as the rural fire budget included capital that exceeded \$2 million annually. He proposed establishing a new Chester County Fire Service Advisory Board composed of the fire chiefs or their designees from each of the 12 departments, chaired by himself as the director of fire. The goal was to create a more impactful and unified fire service by providing a direct voice from each department.

Councilman Guy conversed with Administrator Hester to clarify that the fire chiefs would retain decision making powers. Councilman Guy stated that his biggest concern was about accountability and ensuring the citizens knew what was happening with their funds. He felt the chiefs should be on the advisory board directly, rather than appointing representatives, because the chiefs held the responsibility for running the fire departments. Guy explained that if the secondary boards were giving the chiefs the responsibility to run the fire departments, and the citizens were trusting the chiefs, then the council should trust the chiefs to be on the advisory

board directly. He did not think the chiefs should be able to appoint someone else to represent their department, as he believed the chief should have a voice for their own department. Guy emphasized that the chief held the title for a reason, and it should be the chief on the board, not a representative. He felt this would ensure the chiefs could never say they did not have a voice for their department. Councilman Agee expressed concern that the proposed advisory board structure may not properly account for the fire chiefs' authority and autonomy under state law. He suggested the council needed to be very careful in how they structured the new advisory board to ensure it did not infringe on the fire chiefs' statutory powers and responsibilities.

- b) Resolution 2025-4 To amend the County's organizational chart to provide for reorganization of and establishing a position in Public Works; and to provide for related matters.

Administrator Hester stated that last year, the council had given him the authority to make changes to the organizational chart without council approval, as long as there was no financial impact to the budget, except for the annual budget ordinance amendment. He emphasized that while the current change did not impact the budget, any request for a new position would require council approval if it wasn't filled and needed to be changed. He then explained that the recycling budget included plans to purchase a truck, compactors, and roll-off containers to reduce rental fees, as well as to hire a driver. However, due to delays in obtaining the truck and changes in negotiations, they found that contracting services might be a cheaper option. Additionally, a critical need for a landfill supervisor arose, as there was only one employee capable of operating equipment, and when they were unavailable, maintenance staff had to step in. Hester noted that the position for supervising the landfill was necessary to avoid operational issues and ensure proper management of equipment and deferred maintenance. He assured the council that this change would have no financial impact and could lead to savings in the long term by reallocating funds from the truck purchase to buy more compactors. Finally, he requested council approval for the position transfer to address the growing needs at the landfill and recycling centers.

- c) ~~Proclamation honoring Ms. Madeline "Kay" Feaster Miles~~

7. ADMINISTRATOR'S REPORT

Administrator Hester provided an update on Roseburg Forest Products, stating that based on information provided as of January 29, 2025, the company had invested \$202 million and created 158 new jobs. As a result, Roseburg had exceeded both the investment requirement and the job requirement in their performance agreement. Administrator Hester then thanked Mr. Hayes and Mr. Levister, who had stepped up and taken on additional responsibilities in the Public Works department during the transition to the new Public Works Director, Ms. Bagley. Hester praised their willingness to work nights and weekends, go above and beyond, and ensure a smooth transition. Mr. Hester also reminded the council that the county would be closed on February 17th for Presidents Day, but the recycling centers and landfill would remain open. Lastly, Administrator Hester read a letter from the Fairfield County Sheriff's Office and Animal Control thanking Chester County Animal Control Director Jessie Roof for her prompt and professional assistance in a recent animal control incident.

8. CONSENT AGENDA

Councilman Guy motioned to approve consent agenda items a through g, seconded by Vice Chair Mosely. Vote 7-0 to approve.

- a) 3rd Reading of Ordinance 2024-18 Authorizing the transfer of approximately 2.2 acres of real property with improvements, if any, located on Dawson Drive, Chester, South Carolina, associated with county TMS #069-00-00-019-000; and providing for other

related matters.

- b) 3rd Reading of CCMA24-15 James Christopher Gaddy and Kathleen P. Gaddy request Tax Map #079-04-02-098-000 located at 641 Lancaster Hwy, Chester, SC 29706 to be rezoned from Single Family Residential District (RS-1) to Limited Commercial District (LC). The Planning Commission voted 6-0 to approve.
- c) 2nd Reading of CCMA24-16 Antwon Caldwell request Tax Map #079-05-10-005-000 located at 590 Beltline Road, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Single Family Residential District (RS-1). The Planning Commission voted 5-0 to approve.
- d) 2nd Reading of Ordinance 2025-1
An ordinance authorizing the issuance and sale of not exceeding \$250,000 fire protection district improvement revenue bonds of Chester County, South Carolina, for the purpose of defraying the cost of improvements to the Richburg Fire Protection District; prescribing the form and details of the bond; providing for the payment of the principal of and interest on the bond from the revenues derived from the operation of the system; providing for the acceptance and administration of grants and donations; creating and establishing certain funds and accounts; and making other covenants and agreements in connection with the foregoing; and other related matters.
- e) 2nd Reading of Ordinance 2025-2
An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and P2280; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.
- f) 2nd Reading of Ordinance 2025-4
An ordinance authorizing the execution and delivery of an infrastructure credit agreement by and between Chester County and Project P2443, including any related or affiliated entities and any sponsor affiliates, whereby Chester County will enter into an infrastructure credit arrangement with the company; and providing for other related matters.
- g) 2nd Reading of Ordinance 2025-5
An ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Chester County, and Project P2373; the inclusion of certain real property located in Chester County in a multi-county industrial park; the provision of credits against fee in lieu of tax payments; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto.

9. OLD BUSINESS

- a) 3rd Reading of CCMA24-13 John Agee request Tax Map #124-00-00-052-000 located next to 3302 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Single Family Residential District (RS-1) to Rural Two District (R2). The Planning Commission voted 6-0 to approve. *Councilman Guy motioned to approve, seconded by Councilman Killian. Vote 6-0 to approve. Councilman Agee recused himself from voting on this matter.*
- b) 3rd Reading of CCMA24-14 Joaquim and Joanne Goncalves request Tax Map #122-00-00-066-000 located at 2482 Clinton Road, Edgemoor, SC 29712 to be rezoned from Rural Two District (R-2) to Rural One District (R-1). The Planning Commission voted 6-0 to approve. *Councilman Vaughn motioned to approve, second by Councilman Raines. Vote 6-1 to approve. Councilman Agee opposed.*

10. NEW BUSINESS

- a) ~~Fiscal Year 2024 Audit Report~~
~~Tommy Darby, Treasurer~~
- b) 1st Reading of CCMA24-17 Vista Resources, LLC request Tax Map #079-01-17-018-000 (+/- 1.47 acres) located at 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Commercial District (GC) to Planned Development (PD). The Planning Commission voted 4-1 to approve.
Chairman Wilson asked Planning Director Jeremy Ward to give an overview. Director Ward provided an overview of the Vista Resources LLC rezoning request for the property on JA Cochran Bypass. He explained that the total site is 45 acres split across three parcels, with the proposal calling for 114 lots of approximately 6,500 square feet each. Director Ward stated that after the planning commission recommended approval, staff worked with the developer and county leaders to review the proposal further. He outlined several recommendations, including concerns about the park layout, the secondary access point, and stormwater management. Mr. Ward noted that the secondary access point through the existing neighborhood on Lodge Street raised concerns about increased traffic. He said a compromise was reached to have a gated, gravel emergency access road instead. Overall, Ward stated that the site aligns with the county's 2020 comprehensive plan for growth in that area. He said the development team was present to answer any additional questions from the council.
- c) 1st Reading of CCMA24-18 Vista Resources, LLC request Tax Map #079-01-17-013-000 (+/- 32.24 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from Multi-Family Residential District / Rural Two District (RG-1 & R2) to Planned Development (PD). The Planning Commission voted 4-1 to approve.
Vice Chair Mosley motioned to approve, seconded by Councilman Guy. Vote 7-0 to approve.
- d) 1st Reading of CCMA24-19 Vista Resources, LLC request Tax Map #078-01-01-034-000 (+/- 11.38 acres) located behind 2228 J A Cochran Bypass, Chester, SC 29706 to be rezoned from General Residential District / Multi-Family Residential District (RG-2 & RG-1) to Planned Development (PD). The Planning Commission voted 4-1 to approve. Councilman Guy motioned to approve, seconded by Vice Chair Mosley. Vote 7-0 to approve.

- e) Statements regarding local municipality annexation

Councilman Corey Guy, District 5

Councilman Guy expressed concerns about municipalities annexing land, which could burden county services like fire, EMS, and the Sheriff's Office. He noted that annexations may lead to increased tax burdens on county residents, especially since some municipalities may struggle to provide necessary services. Councilman Guy also pointed out that developers are choosing to build in municipalities due to looser regulations, further driving annexations. He urged the County Administrator, Mr. Hester, to engage with municipalities to align on growth plans and ensure the County's concerns are considered. Councilman Guy also recommended exploring service fees to offset the increased burden on the county.

11. BOARDS AND COMMISSIONS

- a) Richburg Fire Protection District

Bobby Raines, District 3

Councilman Agee motioned to accept Mr. Raines recommendation of O'dell Steele to the Richburg Fire Protection District Board, seconded by Vice Chair Mosely. Vote 6-0 to accept.

12. EXECUTIVE SESSION

Councilman Guy motioned to enter executive session, second by Councilman Vaughn. 6-0 to enter.

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2480
- b) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2501

13. ACTIONS FOLLOWING EXECUTIVE SESSION

Vice Chair Mosley motioned to return to open session, seconded by Councilman Guy. 6-0 to return.

Chairman Wilson stated that both items were taken as information only.

- a) Action taken regarding Project P2480
- b) Action taken regarding Project P2501

14. COUNCIL COMMENTS

Vice Chair Mosley wished Mr. Hester a Happy Early Birthday (February 17th).

Councilman Guy stated he would be absent for the next meeting on February 18th due to travelling for work.

15. ADJOURN

Vice Chair Mosley motioned to adjourn, seconded by Councilman Vaughn. 6-0 to adjourn.

8:07pm

Kristie Donaldson

Clerk to County Council



Chester County Council Comprehensive Plan Workshop

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, February 10, 2025 | 5:00 PM

MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman Bobby Raines, Councilman Mike Vaughn (Virtual), Councilman Corey Guy, Councilman John Agee, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

Absent: Councilman William Killian

1. Call to Order

Chairman Wilson called the meeting to order at 5:02pm.

2. Best Practices for Running an Effective Meeting

Nicole Workman, County Attorney

Attorney Workman presented the roles and duties of the council chair, vice chair, and clerk to the council. She explained the importance of sticking to the agenda, especially during executive sessions, and outlined the different types of motions, including main motions, privileged motions, and subsidiary motions. Mrs. Workman also emphasized the need to maintain confidentiality during executive sessions and not repeat legal advice discussed in those sessions.

3. Presentation and Discussion of Public Input for 2025 Comprehensive Plan

Jeremy Ward, Planning and Development Director

Director Ward presented the key findings from the public input analysis. He highlighted that the majority of respondents expressed support for zoning, with a focus on safety, appearance, and managing growth. The public input showed that residents value the rural character and agricultural land in the county and are concerned about losing those aspects with new growth. Mr. Ward noted that the public input will help inform the comprehensive plan, particularly around growth management and aligning new development with the county's priorities.

4. Presentation and Discussion of Research Elements for 2025 Comprehensive Plan

Jeremy Ward, Planning and Development Director

Mr. Ward presented the research elements section of the comprehensive plan, which included demographic data, population projections, and comparisons to peer counties. He discussed the county's declining population in many towns, the aging population, and the declining birth rate. Mr. Ward also presented his own population projections, which showed potential for significant growth in the coming years, driven by in-migration, despite the census data projecting a decline. Councilman Agee stated that the data from the state revenue office projected a decline in Chester County's population to which Mr. Ward discussed the difference between the state estimates and a true population projection. Chairman Wilson asked for another table to be added stating where workers were coming from who lived outside of Chester County but worked here. Councilman Guy mentioned the importance of getting the school board involved and the need for education and new schools as part of the comprehensive plan.

5. Presentation and Discussion of Vision Statement and Values for 2025 Comprehensive Plan

Jeremy Ward, Planning and Development Director

Mr. Ward presented the following vision statement to council:

"In the face of change, Chester County will work tirelessly to improve while standing firm on our values. We treasure our rural heritage and agricultural producers and are committed to good stewardship of our land and environment. We desire economic strength and opportunity for all. We wish to cultivate, protect, and inspire beauty throughout our county, both natural and manmade. We require that new growth aligns with our values while not compromising our resources or public safety. We will hold our local ordinances and leaders to a high standard in the pursuit of these goals, seeking to promote liberty and fairness surpassed only by our love and devotion for this, our home.

Above all, we will work together – county, cities, towns, countryside, and individuals - to conserve what makes us unique and lift each other up where weak.

By the grace of God, we will demonstrate to the region and world a model of leadership, resiliency, and service as we work to improve and strengthen our county for all."

Vice-Chair Mosley recommended shifting around the order for a few of the values. Various council members discussed the importance of communicating and bringing to the table other relevant entities in the county, including the sewer district, water district, and school board officials.

6. Discussion of Subdivision Code Re-write Timeline

Brian Hester, County Administrator

Jeremy Ward, Planning and Development Director

Mr. Ward presented a proposed timeline and approach for the subdivision code rewrite, explaining that a full rewrite cannot be completed before the pause on development ends on March 31st. In the interim, Mr. Ward suggested separating the regulations for Planned Development (PD) districts from the general subdivision codes. Key elements of the proposal include changing verbiage to require that PD districts must include both residential and commercial/industrial uses. Additionally, subdivisions of different densities would be approved by-right on properly zoned land, eliminating the need for rezoning to a PD district. Mr. Ward stated he aims to have the zoning text amendments approved by March 17th, with workshops to follow in March. This would allow the new subdivision code to be in place by early May, before the comprehensive plan work resumes around March/April. The goal is to update the subdivision regulations to align with the priorities of the comprehensive plan, creating a clearer framework for managing the county's growth and development. Administrator Hester stated the goal is to have the updated subdivision ordinances in place by March 31st, when the current pause on growth expires, even if the comprehensive plan mapping is not fully completed. He suggested updating the current ordinance to require developer approvals from utility providers and the school district before development can be considered, to expedite the process.

7. Council Comments

8. Adjourn

Councilman Agee motioned to adjourn, seconded by Councilman Raines. Vote 6-0 to adjourn. 7:00pm.

Kristie Donaldson, Clerk to County Council

CHESTER COUNTY ORDINANCE NO. 2025-1

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$250,000 FIRE PROTECTION DISTRICT IMPROVEMENT REVENUE BONDS OF CHESTER COUNTY, SOUTH CAROLINA, FOR THE PURPOSE OF DEFRAYING THE COST OF IMPROVEMENTS TO THE RICHBURG FIRE PROTECTION DISTRICT; PRESCRIBING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND FROM THE REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM; PROVIDING FOR THE ACCEPTANCE AND ADMINISTRATION OF GRANTS AND DONATIONS; CREATING AND ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND OTHER RELATED MATTERS.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, **BE IT ENACTED BY CHESTER COUNTY COUNCIL:**

SECTION 1. *Findings.* The County Council (“Council”) of Chester County, South Carolina (“County”), finds:

(a) The County is a body corporate and politic and subdivision of the State of South Carolina, and as such possesses all powers and duties under the Constitution and laws of the State. The County has heretofore adopted the Council-Administrator form of government provided for in Chapter 9 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

(b) In the exercise of the powers vested in it by the Constitution and laws of the State of South Carolina, and in conformity with the provisions thereof, by Chester County Code of Ordinances No. 2-732, *et seq.* (“Fire District Ordinance”), the County has heretofore formed the Richburg Fire Protection District (“District”) pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and acquired by construction or purchase a fire protection system to serve the District (“System”).

(c) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(d) Pursuant to the provisions of Chapter 21, Title 6, Code of Laws of South Carolina, 1976, as amended (“Act”), the County may issue revenue bonds to defray the cost of improving, enlarging or expanding the System.

(e) The County, for the benefit of the District, proposes the acquisition, construction, and installation of real property improvements, a fire service vehicle, and related equipment to provide for additional levels of fire service throughout the District, for residential, commercial and fire suppression uses, and to pay costs of issuance associated with the financing (collectively, “Project”).

(f) The total estimated cost of the Project plus costs of issuance do not exceed \$250,000, to be financed from the proceeds of not to exceed \$250,000 revenue bonds, in one or more series, and private donations or grant funds as may be available.

(g) Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County intends to impose, fix, and revise from time to time a new rate for services furnished by the District

that will be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable and for other matters as described below.

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the Constitution and laws of the State of South Carolina, the County is authorized to issue not exceeding \$250,000 in revenue bonds of the County to be designated “Chester County, South Carolina, Fire Protection Improvement Revenue Bond” (“Bonds,” each “Bond”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

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

SECTION 3. *Delegation of Certain Details of the Bond to the County Administrator.* The Council hereby delegates to the County Administrator the authority (a) to determine the aggregate principal amount of the Bond; (b) to sell the Bond in one or more separate series and, in anticipation of the issuance of the Bond authorized hereunder, to sell one or more series of bond anticipation notes (“BANs”); (c) to determine the date of issue of the Bond or BANs; (d) to determine the principal and interest payment dates of the Bond and the principal amounts maturing on such dates; (e) to set the redemption provisions, if any, for the Bond or BANs; (f) to determine whether to use bond insurance with respect to the Bond and, if so, to make appropriate arrangements therefor; (g) to determine whether to award the Bonds on a net interest cost (“NIC”) or true interest cost (“TIC”) basis; (h) to determine the date, time and place of sale of the Bond or BANs and whether the Bond or BANs will be sold through private sale, including to any agency of the United States government, and in any case, to arrange for publication of a notice of sale; (i) to determine if the Bond is to be issued in book-entry only form under the DTC Book-Entry System, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bond; (j) to accept or reject proposals establishing the interest rate for the Bond or BANs, and (k) to make any such other decisions concerning the Bond as necessary or appropriate. In making such determinations, the County Administrator is directed to endeavor to devise a schedule for debt service on the Bond which, when added to existing and projected debt service requirements, along with anticipated donations, will provide the County with the most flexible financing arrangements, consistent with prudent financial practices.

The County Administrator is further directed to conduct the sale of the Bond or BANs and to accept the most favorable proposal for the Bond or BANs on behalf of the Council. The County Administrator is further directed to consult with bond counsel in making any such decisions.

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

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

The Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory

to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

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

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

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

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

SECTION 8. *Execution of Bond.* The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bond shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 9. *Payment of the Bond.* The Bond, together with the interest thereon, shall be payable in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Revenues of the System, as defined in Section 18, which Revenues shall be and hereby are pledged and charged to the payment when due of the principal of and interest on the Bonds and to the security thereof in accordance with the provisions of this Ordinance.

The pledge of the Revenues and other moneys hereby made by the County to secure the Bonds shall be

valid and binding from the time of the adoption of this Ordinance. The pledge of Revenues and other moneys so pledged and hereafter received by the County shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the aforesaid pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice of the foregoing pledge.

The Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds other than the Revenues pledged to the payment thereof by this Ordinance. The full faith, credit and taxing powers of the State of South Carolina or the County are not pledged to the payment of the principal of or the interest on the Bonds, and the Bonds shall never constitute an indebtedness of the County within the meaning of any state constitutional provisions or statutory limitation.

SECTION 10. *Authority to Issue Bond Anticipation Notes.* If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 11. *Bond and Interest Redemption Fund.* There is hereby created a special fund of the County to be known as the "Chester County, Richburg Fire Protection District, Bond and Interest Redemption Fund" ("Bond and Interest Redemption Fund").

Not later than the 20th day of the month following the month in which the Bond is delivered to the original purchaser, and not later than the 20th day of each month thereafter, there shall be deposited into the Bond and Interest Redemption Fund an amount equal to the installment of principal or interest, or both, then coming due in the month in which the deposit is to be made.

SECTION 12. *Operation and Maintenance Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Improvement Operation and Maintenance Fund" ("Operation and Maintenance Fund").

Not later than the 1st day of each month after the deposits required by this Ordinance to be made each month to the Bond and Interest Redemption Fund, there shall be deposited in the Operation and Maintenance Fund, an amount equal to the estimated cost of administration, operation and maintenance of the System during the next ensuing calendar month as estimated in the annual budget for the System prepared in accordance with this Ordinance.

Moneys paid into the Operation and Maintenance Fund shall be applied solely to the payment of all expenses incurred in connection with the administration and operation of the System and such expenses for maintenance as may be reasonably necessary to preserve the System in good repair and working order. Administration, operation and maintenance expenses shall be deemed to include, without limitation, wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the cost of any audit required by this Ordinance, or any ordinances supplemental hereto, and the premium for all insurance required with respect to the System. The Operation and Maintenance Fund shall be kept on deposit with the custodian, and withdrawals from such fund may be made in the manner provided by law.

SECTION 13. *Depreciation Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Depreciation Fund" ("Depreciation Fund").

Not later than the 1st day of each month after the deposits required by this Ordinance to be made into the

Bond and Interest Redemption Fund and the Operation and Maintenance Fund, the custodian shall pay into the Depreciation Fund that sum equal to one-twelfth (1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for depreciation of the System.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Depreciation Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase such fund to an aggregate amount to provide a sufficient reserve for depreciation of the System. Moneys paid into the Depreciation Fund shall be used solely for the purpose of restoring or replacing depreciated or obsolete properties of the System.

If at any time the moneys in the Depreciation Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Depreciation Fund until the amount on deposit therein shall equal the amount required to be on deposit from time to time as hereinabove provided.

If any surplus shall be accumulated in the Depreciation Fund over and above that which the County shall find from time to time may be necessary therein during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Contingent Fund or to the Bond and Interest Redemption Fund.

SECTION 14. *Contingent Fund.* There is hereby created a special fund of the County known as the "Chester County, Richburg Fire Protection District Contingent Fund" ("Contingent Fund").

Not later than the 1st day of each month but after all payments required to be made into other funds and accounts prior hereto, the custodian shall pay into the Contingent Fund that sum equal to one-twelfth (1/12th) of the sum determined by the County to be needed in such fund for the then current Fiscal Year to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

In the event of the issuance of any Additional Bonds, the proceedings providing for the issuance thereof shall provide for an amount to be paid monthly into the Contingent Fund (in addition to the amount required by the preceding sentence of this paragraph) which the County determines will be required to increase the Contingent Fund to an aggregate amount to provide a sufficient reserve for improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys paid into the Contingent Fund shall be used solely for the purpose of paying the cost of improvements, betterments and extensions to the System, other than those necessary to maintain the System in good repair and working order.

If at any time the moneys in the Contingent Fund are less than the amount then required to be maintained therein, the custodian shall resume monthly deposits to the Contingent Fund until the amount on deposit therein shall equal the amount required to be on deposit thereto from time to time as hereinabove provided.

If any surplus shall be accumulated in the Contingent Fund over and above that which the County shall from time to time find necessary for reasonable and proper improvements, betterments and extensions to the System during the then present Fiscal Year and the next ensuing Fiscal Year, any such excess may be transferred to the Bond and Interest Redemption Fund or may be applied to the purchase or retirement of outstanding Bonds.

SECTION 15. *Investment of Funds.* Moneys held for the credit of the Bond and Interest Redemption Fund shall be invested, to the fullest extent practicable and reasonable, by the custodian in any investment then permitted by applicable laws of the State of South Carolina, which shall mature prior to the respective dates when the moneys held for the credit of such accounts will be required for the purposes intended.

All income resulting from the investment or reinvestment of moneys made pursuant to this section shall be treated as Revenues of the System and shall be deposited in the Bond and Interest Redemption Fund.

Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

SECTION 16. *Paying Principal, Premium and Interest on the Bonds.* The County shall promptly pay or cause to be paid, but solely out of the Revenues pledged to such payment in Section 9 hereof, the principal of and the interest on each and every Bond issued under the provisions of this Ordinance or any ordinance supplemental hereto, at the place, on the dates and in the manner provided herein.

SECTION 17. *Operation of System; Completion of Construction.* The County shall at all times operate the System properly and in a sound and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted. The County shall construct the Project with all practicable dispatch and in a sound and economical manner.

SECTION 18. *Rates and Charges.* Pursuant to South Carolina Code Annotated section 4-19-10, *et seq.*, and the Fire District Ordinance, the County imposes and shall fix and revise from time to time a new rate for services furnished by the District (collectively, "Revenues of the System"). Such rate shall at all times be maintained so as to be sufficient to provide for the payment of the principal of and interest on all Bonds as and when the same become due and payable, to maintain the Bond and Interest Redemption Fund therefor, to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve it in good repair and working order, to build up a reserve for depreciation of the System and to build up a reserve for improvements, betterments and extensions to the System other than those necessary to maintain it in good repair and working order as herein provided.

SECTION 19. *Books of Record and Account; Annual Budget* The County shall install and maintain proper books of record and account, separate from all other records and accounts of the County in which full and correct entries shall be made of all dealings and transactions of or in relation to the properties, business and affairs of the System. The County shall cause to be prepared, not later than three (3) months after the close of each Fiscal Year, a balance sheet and an income and surplus account, respectively, showing in reasonable detail the financial condition of the System at the close of such Fiscal Year. Such balance sheets and income and surplus accounts shall be open at all reasonable times during usual business hours for examination and inspection by any taxpayer, user of the services furnished by the System or holder of any Bonds issued under this Ordinance or any ordinance supplemental hereto.

At least 30 days prior to the beginning of each Fiscal Year, the County shall adopt an annual budget of current expenses of the System for the next ensuing Fiscal Year and mail a copy of such annual budget, and all amendments thereto, to any holder of a Bond who shall request the same. Such annual budget shall set forth the estimated Revenues of the System for such Fiscal Year and the estimated expenditures for such Fiscal Year on a monthly basis. The various items shall be itemized according to proper classification and in reasonable detail.

SECTION 20. *Defeasance.*

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

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

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

payment; or

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

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

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

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

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

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

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 20(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 20 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

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

SECTION 21. *Insurance.* The County shall carry insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, in at least the amounts which are usually and customarily carried on similar plants, properties and systems, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation. Also, all additional insurance shall be carried covering such risks as may be deemed necessary or desirable by the County or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.

SECTION 22. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

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

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

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

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

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

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

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

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

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

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

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

SECTION 23. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 24. *Compliance with Laws; Further Assurances.* The County covenants that it will do and perform all acts and things required to be done or performed, by or on behalf of the County, under the provisions of the Constitution and laws of the State of South Carolina and this Ordinance, in accordance with the terms of such provisions. The County further warrants that it has complied with all of the provisions of the Act and that the System is within areas in which the County is authorized to operate.

The County shall, at any and all times, adopt, make, do, execute, acknowledge, deliver, register, file and record all such other and further ordinances, resolutions, acts, deeds, demands, conveyances, assignments, transfers, assurances and instruments and give such further notice and do such further acts as may be reasonably necessary, proper or desirable for the better assuring, pledging and assigning of the Revenues and other moneys pledged, assigned or charged hereunder or intended so to be, or which the County may hereafter become bound to pledge, assign or charge, or for the carrying out more effectively of the purposes and intent of this Ordinance.

SECTION 25. *No Arbitrage.* The County covenants that no use of the proceeds of the sale of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an “arbitrage bond” as defined in Section 148 of the United States Internal Revenue Code of 1986 (“Code”) and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond is outstanding.

SECTION 26. *Events of Default.* Each of the following events is hereby declared an “Event of Default,” that is to say, if:

(a) Payment of the principal or any installment thereof of any of the Bonds shall not be made when the same shall become due and payable, either at its maturity, upon the due date thereof or by proceedings for acceleration or redemption; or

(b) Payment of any installment of interest on any Bond shall not be made when the same becomes due and payable; or

(c) The County fails in any material respect in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any ordinance supplemental hereto to be performed on the part of the County, and such failure continues for ninety (90) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the holders of not less than twenty percent (20%) in principal amount of the Bonds then outstanding or any trustee or committee therefor; or

(d) An order or decree shall be entered, with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any ordinance supplemental hereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or state statute now or hereafter enacted; or

(e) An order or decree shall be entered (a) with the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the properties thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) The County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

SECTION 27. *Declaration of Principal and Interest as Due.* Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the holders of not less than twenty-five percent (25%) in principal amount of the Bonds then outstanding hereunder may declare, by written notice to the County filed in the office of the Clerk/Treasurer of the County and with the Custodian, the principal of all Bonds then outstanding, together with all accrued and unpaid interest thereon and all other moneys secured hereby, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Ordinance or any ordinance supplemental hereto or in any of the Bonds to the contrary notwithstanding. This provision is subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the holders of a majority in principal amount of the Bonds then outstanding, by notice in writing delivered to the County and the Custodian, may waive such default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

SECTION 28. *Appointment of a Receiver.* Upon the occurrence of an Event of Default described in Section 26(a) and (b) hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver. Any receiver so appointed may administer and operate the System on behalf of the County and shall have power to fix and charge rates and collect Revenues sufficient to provide for the payment of any Bonds or other obligations outstanding with respect to or against the System, and for the payment of expenses of operating and maintaining the System, and to apply the Revenues and any other moneys of the System in conformity with the Act and this Ordinance.

SECTION 29. *Grant/Donation Acceptance and Administration.* The Council authorizes the County Administrator to accept and administer one or more grants and donations, or any combination of the two,

related to the Projects from one or more governmental, or private, entities.

SECTION 30. *Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination.* The remedies prescribed by the above Section shall not be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and may be exercised without exhausting and without regard to any other remedy.

No waiver of any default or breach of duty or contract by any holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or impair any rights or remedies related to such subsequent default or breach. No delay or failure of any holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver of any such default or acquiescence therein. Every substantive right and remedy conferred upon the holders of the Bonds may be enforced from time to time and as often as may be deemed expedient. If any suit, action or proceeding to enforce any right or exercise any remedy is brought or taken and then discontinued or abandoned, or is determined adversely to any holder or holders of the Bonds then, and in every such case, the County and such holder or holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken

SECTION 31. *Exemption from Taxation.* Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 32. *Authorization to Execute and Deliver Documents.* The Council hereby authorizes the Chairman of County Council, the County Administrator, the Clerk to County Council and other County officials to execute and delivery such documents and instruments as may be necessary to effect the issuance of the Bond.

SECTION 33. *Continuing Disclosure.* The County covenants that it will file with a nationally recognized municipal securities information repository its annual independent audit within thirty (30) days of receipt of the audit and event-specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of its revenue or tax base.

SECTION 34. *Invalidity of Sections, Paragraphs, Clauses or Provisions.* If any article, section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other article, section, paragraph, clause or provision of this Ordinance.

SECTION 35. *Retention of Bond Counsel and Other Suppliers.* The Council hereby authorizes the County Administrator to retain the law firm of King Kozlerek Root Law LLC as its bond counsel in connection with the issuance of the Bond.

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

SECTION 36. *General Repealer.* All ordinances, rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to

the extent of such conflict, hereby repealed.

This Ordinance takes and remains in effect only after the County Council has approved it following three readings and a public hearing.

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson
Chairman, County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

READINGS:
First reading: January 21, 2025
Second reading: February 3, 2025
Public Hearing: February 18, 2025
Third reading: February 18, 2025

ORDINANCE NO. 2025-2

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHESTER COUNTY, AND PROJECT 2280; THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY IN A MULTI-COUNTY INDUSTRIAL PARK; THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County and York County, South Carolina (“York”), entered into the Master Agreement Governing the York-Chester Industrial Park dated as of December 31, 2012, as amended and restated (“Park Agreement”);

WHEREAS, pursuant to Section 1.01(a) of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to York County;

WHEREAS, Project 2280, acting for itself, one or more affiliates, and/or other project sponsors (“Company”), propose to invest in, or cause others to invest in, the establishment of certain facilities to be operated primarily for logistical operations, at one or more locations in the County (“Project”), which the Company expects will result in aggregate investment of at least \$25,343,846 and the creation of approximately 21 new, full-time equivalent jobs in the Project;

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on January 21, 2025, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project;

and

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

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

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

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

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

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

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$25,343,846 with the creation of approximately 21 new, full-time equivalent jobs, within 5 years from the “Commencement Date” as such term is defined in the Negotiated FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Negotiated FILOT Act,

the Project is designated as “economic development property” under the Negotiated FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT payments to be made with respect to the Project based upon a 6% assessment ratio and a fixed millage of rate of 495.8 mills, all as more fully set forth in the FILOT Agreement.

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

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

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

Section 7. Miscellaneous.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]
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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]
ATTEST:

By: _____
Kristie Donaldson
Clerk to Council

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Public Hearing:	February 18, 2025
Third Reading:	February 18, 2025

EXHIBIT A
PROPERTY DESCRIPTION

[Legal Description]

[Chester County Parcel ID No. 097-00-00-066-000]



EXHIBIT B
SUBSTANTIALLY FINAL FORM OF PILOT AGREEMENT

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-3

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY AND PROJECT P2285; PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN CHESTER COUNTY AND YORK COUNTY SO AS TO ESTABLISH OR ENLARGE THE PARK; AND OTHER RELATED MATTERS.

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

WHEREAS, Project P2285 (the “Company”) proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct warehousing and distribution in the County (“Project”), which the Company expects will result in the investment of approximately \$35,000,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives;

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on [] [], 2025, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project;

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

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

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

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

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

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

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the project is anticipated to be approximately \$35,000,000.00, to be invested within 5 years from the “Commencement Date” as such term is defined in the FILOT Act;
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. *Fee-in-Lieu of Taxes Arrangement.* Pursuant to the authority of the FILOT Act, the Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide FILOT payments to be made with respect to personal property invested as part of the Project based upon a 6% assessment ratio, a millage of rate of 510.8

mills, and a 30-year payment period for each annual increment of investment during the investment period, all as more fully set forth in the Fee Agreement.

Section 4. *Special Source Revenue Credits.* As reimbursement to the Company for expenditures on Special Source Improvements, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the Fee Agreement, including a Special Source Credit applicable to real and personal property at the Project for 10 consecutive tax years, in an annual amount equal to 10% for each such FILOT payment for years 1-5, and 5% for years 6-10. Furthermore, if the total investment by the Company is equal to or exceeds \$50,000,000 in taxable property, then Special Source Credits will increase to an annual amount equal to 20% for each such FILOT payment for years 1-5, and 10% for years 6-10.

Section 5. *Execution of the Fee Agreement.* The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The County Administrator, Chair of the County Council 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 any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Fee Agreement now before this meeting.

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

Section 7. *Miscellaneous.*

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

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

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

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

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

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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chair, Chester County Council

ATTEST:

Kristie Donaldson
Clerk to County Council

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Public Hearing:	February 18, 2025
Third Reading:	February 18, 2025

EXHIBIT A

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

PROJECT P2285

and

CHESTER COUNTY, SOUTH CAROLINA

Dated as of [____], 2024

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FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is dated as of [____], 2024, by and between Project P2285, a [____] limited liability company (the “Company”) and Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

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

WHEREAS, the Company proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct warehousing and distribution in the County (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of approximately Thirty Five Million Dollars (\$35,000,000.00) in the County;

WHEREAS, the County Council approved, on May 20, 2024, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County enter into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT and Special Source Revenue Credit arrangements with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined, based solely on information provided by the Company to the County, that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has, based solely on information provided by the Company to the County, 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 herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:
Project P2285, a [] limited liability company
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:
TBP
3. Minimum investment agreed upon: \$35,000,000.00
4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period
5. Assessment ratio applicable for each year of this Agreement: 6%
6. Millage rate applicable for each year of this Agreement: 510.8 mills
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

9. Statements:

- (a) The Project is to be located in a multi-county industrial or business park¹;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits will be provided in an amount equal to 10% of each such FILOT Payment for Years 1-5, and 5% for Years 6-10; provided, however, if total investment in Economic Development Property by the Company totals \$50,000,000.00 Special Source Revenue Credits will increase to 20% for Years 1-5 and 10% for Years 6-10;
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” shall have the meaning set forth in the recitals hereto.

“*Administration Expenses*” shall mean the reasonable and necessary out-of-pocket expenses, including reasonable attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management

¹ County to confirm whether property is already located in a MCIP.

and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

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

“*Company*” shall mean, Project P2285, a [_____], and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

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

“*County Council*” shall mean the governing body of the County and its successors.

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

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01(a) hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement 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: (i) the Land; (ii) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (iii) property acquired for the Project by the Company from and after the date of the Inducement Resolution, (iv) property described in Section 12.44.110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00), or (v) modifications which constitute an expansion of Existing Property.

“*Filings*” shall have the meaning set forth in Section 4.02(b) hereof.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

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

“*Indemnified Parties*” shall have the meaning set forth in Section 8.03 hereof.

“*Inducement Resolution*” shall have the meaning set forth in the recitals hereto.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to invest, collectively, at least Thirty Five Million Dollars (\$35,000,000.00) in Economic Development Property by the end of the Investment Period.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service.

“*Land*” shall mean the real estate on which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A as provided in Section 4.03(a)(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to the Multi-County Park Agreement, or any successor Multi-County Park

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Multi-County Park Agreement*” shall mean the qualifying agreement for the establishment of a multi-county industrial/business park with York County, dated December 31, 2012 (as amended, modified and supplemented from time to time).

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

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

“*Project*” shall mean, collectively herein, the Project, and shall include the Land, the buildings, improvements and fixtures on the land, water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Commitment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service

“*Project Millage Rate*” shall mean a millage rate of 510.8 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Related Entities*” shall have the meaning set forth in Section 9.01 hereof.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(e) hereof and Section 12-44-60 of the Code.

“*Simplified FILOT Act*” shall have the meaning set forth in the recitals hereto.

“*Special Source Act*” shall have the meaning set forth in the recitals hereto.

“*Special Source Revenue Credits*” shall mean the credits provided to the Company pursuant to Section 5.01 hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Based solely on information provided by the Company, the County has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the land upon which the Project is located to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) The Company is a limited liability company, validly existing and in good standing under the laws of [____]. The Company has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to use its good faith efforts to make the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending on December 31 of each year.

(f) No event has occurred, and no condition currently exists with respect to the Company, which would constitute a default, or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investor) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company

has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Commitments of the Company at the Project. For the Project, the Company agrees to meet the Investment Commitment by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, County Treasurer, County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the

Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders and Title 30, Chapter 4 of the Code ("SCFOIA"), the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. Except as required by SCFOIA, the County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law (including SCFOIA), to a third party of any Confidential Information, the County shall notify the Company in a timely manner following receipt of such demand and give the Company the opportunity to contest the release.

Section 4.03 Modification of Project.

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

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, 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, the Company or such other Co-Investor 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; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payments due with respect to each Property Tax Year shall be calculated as follows:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates, and abatements that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraph (c) of this Section 5.01 (a “Negotiated FILOT”); less the amount of the Special Source Revenue Credits provided pursuant to paragraph (d) of this Section 5.01.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) With respect to Special Source Revenue Credits:

(i) Special Source Revenue Credits shall be provided (A) in the amount of ten percent (10%) of each annual FILOT Payment for Years 1-5, and (B) in the amount of five percent (5%) of each annual FILOT Payment for Years 6-10. Subject to Section 5.01(d)(ii), such Special Source Revenue Credits shall be applied automatically and reflected on each year’s property tax bill provided to the Company.

(ii) If the Company’s investment in Economic Development Property shall total Fifty Million dollars (\$50,000,000) during the Investment Period, Special Source Revenue Credits shall be adjusted to (A) twenty percent (20%) for Years 1-5, and (B) ten percent (10%) for years 6-10. The SSRC adjustment will be applicable to the year within the Investment Period when total investment in Economic Development Property totals Fifty Million dollars (\$50,000,000.00).

(iii) As used in Section 5.01(d)(i), “Year 1” shall mean the first year for which the first payment of a Negotiated FILOT would be due; provided, however,

the Company may defer Year 1 and the start of the application of Special Source Revenue Credits by delivering notice of such election and indicated the year that Company desires to be “Year 1” to the County no later than thirty (30) days (i.e., September 1) prior to the issuance of the property tax bill for the year for which the first payment of a Negotiated FILOT would be due.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company’s or any Co-Investor’s installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner to provide the Company with comparable treatment of the applicable property as would be afforded pursuant to Section 5.01(b). In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Project Commitment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(k) With respect to the Investment Commitment:

(i) In the event that the Company fails to meet the Investment Commitment by the end of the Investment Period as provided herein, the Company

shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereto that have been previously received by the Company with respect to qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percent of the Investment Commitment as of the last day of the Investment Period.

(ii) By way of example but not limitation, if the Company has invested \$31,500,000 as of the last day of the Investment Period, the Company would have met 90% of the Investment Commitment and would be obliged to repay 10% of the Special Source Revenue credits that have been received prior to the last day of the Investment Period, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 10%.

ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase

agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.

Section 8.03. Indemnification.

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 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. The County shall use reasonable efforts to keep the Company informed of all negotiations and potential settlements. The County shall not settle any claim under this Section (to the extent the County is otherwise in control of the negotiations and potential settlement) without the Company’s consent, which shall not be unreasonably withheld.

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party 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 and in accordance with 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 violation of law, breach of this Agreement, misrepresentation, negligence, recklessness, bad faith, fraud, deceit, or willful misconduct.

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

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Commitment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000.00), to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in

connection with any transfer to any Affiliate of the Company or such Co-Investor (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where 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 transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company’s expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County’s rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any

time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the Investment Period prior to the Company's meeting the Investment Commitment, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (but solely with respect to the defaulting Company):

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for such failure to meet the Investment Requirement shall be as set forth in Section 5.01(k) hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by the Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include general description of the nature of such Administration Expenses). Notwithstanding anything herein to the contrary, the Administration Expenses reimbursable to the County pursuant to this Section 12.03 shall not exceed Five Thousand Dollars (\$5,000.00).

(b) The Company agrees to reimburse the County from time to time for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT payments as well as out-of-pocket reporting and compliance costs incurred by the County as a result of entering into the FILOT agreement, in an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) per year. Such reimbursement shall be made promptly upon written request therefor, but in no event later than thirty (30) days after receiving the written request from the County (which request shall include a general description of the nature of such expenses).

Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Chester County, South Carolina
Attn: County Supervisor/Chair, County Council
1476 J.A. Cochran Bypass
P.O. Box 580
Chester, SC 29706
Telephone: 803-385-5133

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

Chester County Attorney
Attn: Nicole Workman
1476 J.A. Cochran Bypass
Chester, SC 29076
Telephone: (843) 754-6079

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

King Kozlarek Root Law LLC
Attention: Michael Kozlarek
201 Riverplace, Suite 500
Greenville, SC 29601
Telephone: (864) 527-5941

(b) As to each Company:

Project P2285
Attention: _____

Telephone: _____

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

King and Spalding, LLP
Attn: Stephanie Yarbrough
1700 Pennsylvania Avenue NW #900
Washington, DC 20006
Phone: (843) 860-1518

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, 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 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. 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 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

/SIGNATURE PAGE TO FOLLOW/

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and each 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

[SEAL]

By: _____

Name: Joe Branham

Title: Chair of County Council

Attest:

Name: Kristie Donaldson

Title: Clerk to County Council

[signatures continue on next page]

PROJECT P2285

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of Land

[TBP]

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-4

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY AND PROJECT P2443, INCLUDING ANY RELATED OR AFFILIATED ENTITIES AND ANY SPONSOR AFFILIATES, WHEREBY CHESTER COUNTY WILL ENTER INTO AN INFRASTRUCTURE CREDIT ARRANGEMENT WITH THE COMPANY; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized by Article VIII, Section 13 of the South Carolina Constitution ("Constitution") and the Code of Laws of South Carolina 1976, as amended ("Code"), specifically Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, ("MCIP Act"), to provide for payments in lieu of taxes ("PILOT Payments") with respect to property situated or having a situs in a multi-county business or industrial park created under the MCIP Act, and to provide certain enhanced tax credits to such investors; and

WHEREAS, in order to promote the economic welfare of the citizens of the County and York ("Partner County," with the County, "Counties"), by providing employment and other benefits to the citizens of the Counties, the Counties entered into the "Master Agreement Governing the York-Chester Industrial Park," originally dated as of December 31, 2012, as may have been subsequently amended and/or restated (collectively, "MCIP Agreement"), to develop jointly an industrial and business park ("Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with the MCIP Act;

WHEREAS, the MCIP Agreement contemplates the designation and removal of such designation of parcels as being subject to the MCIP Agreement from time to time;

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

WHEREAS, Project P2443 ("Company"), intends to acquire, construct, renovate, furnish, and equip the expansion of existing facilities in the County ("Project") located at 546 L and C Distribution Park in the County, the description of which is attached hereto as **Exhibit A** and incorporated herein by reference ("Project Site");

WHEREAS, the Project, when completed, will represent an investment by the Company of \$3,600,000.00 at the Project Site within the County ("Investment");

WHEREAS, the County is authorized to designated the Project Site as being subject to the Park Agreement pursuant to the MCIP Act;

WHEREAS, the Project is located entirely within Chester County and will be included in and subject to the multi-county park arrangements as described herein;

WHEREAS, the County desires to provide Infrastructure Credits to the Company with respect to Infrastructure comprising the Project against PILOT Payments for the Project ("Infrastructure Credits") for the purpose of inducing the Company to invest its funds to acquire, construct, renovate, furnish, equip, and expand the Project, all as set forth more fully in that certain Infrastructure Credit Agreement by and between the

County and the Company (“Credit Agreement”), which attached hereto as **Exhibit B**, and incorporated herein by reference; and

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

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

Section 1. Infrastructure Credits. The County will provide to the Company with the infrastructure arrangement as set forth in the Credit Agreement.

Section 2. Execution of the Credit Agreement. The form, terms, and provisions of the Credit Agreement presented to the meeting at which this Ordinance received third reading and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if such Credit Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized and directed to execute and deliver the Credit Agreement in the name and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form before the meeting of County Council at which this Ordinance received third reading and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Credit Agreement presented to said meeting.

Section 3. Multi-County Park. The County hereby designates the Project Site, as described on the attached Exhibit A as being subject to the MCIP Agreement, and the County Administrator is directed to provide notice of such designation to the Partner County as provided in the MCIP Agreement.

Section 4. Miscellaneous.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]
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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

ATTEST:

Kristie Donaldson
Clerk to County Council
Chester County, South Carolina

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Third Reading:	February 18, 2025
Public Hearing:	February 18, 2025

EXHIBIT A
DESCRIPTION OF PROJECT SITE

Parcel ID: 125-00-00-070-000

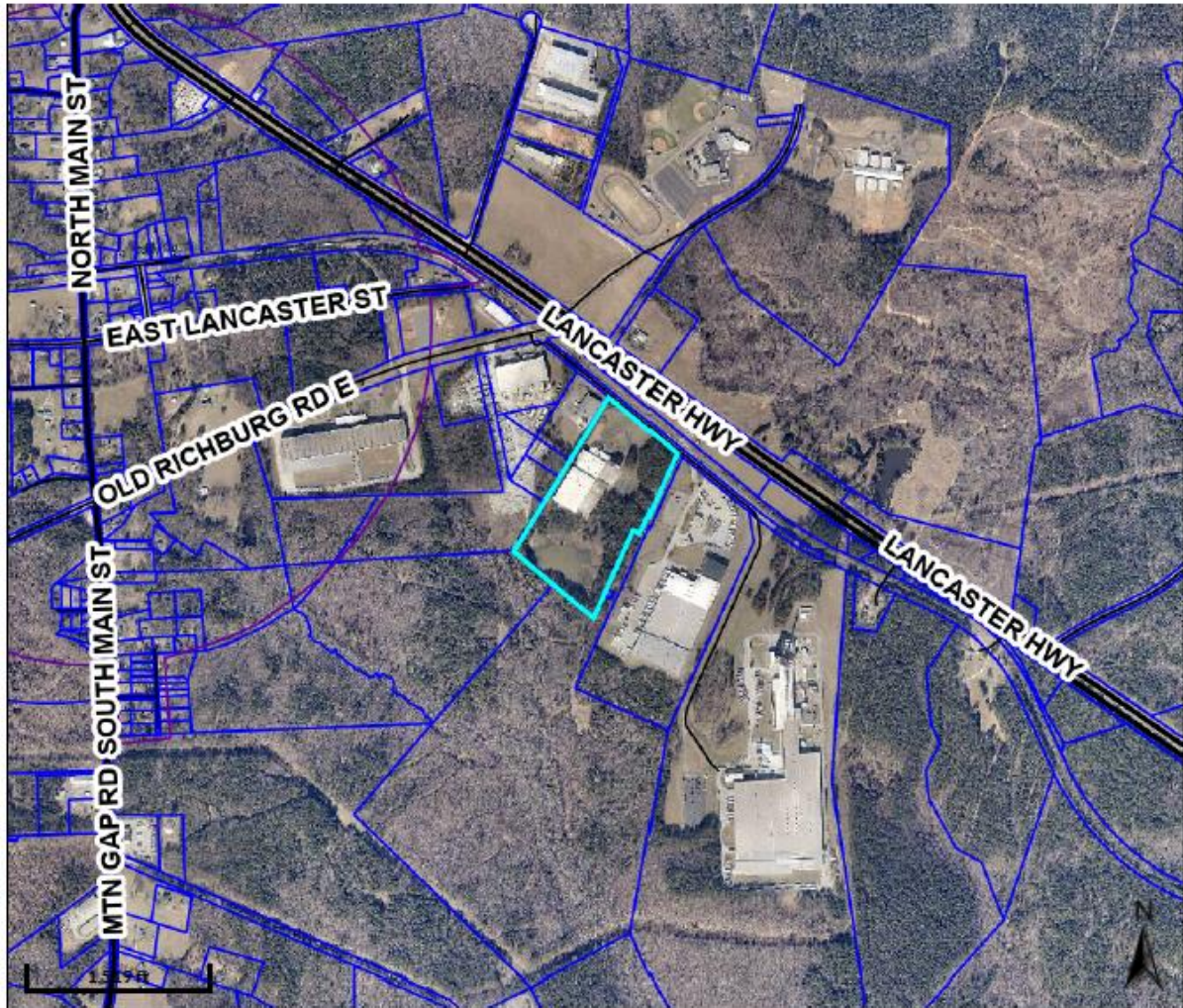


EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

between

CHESTER COUNTY, SOUTH CAROLINA,

and

PROJECT P2443,

a _____

Dated as of [____], 2025

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of [____], 2025 (the “Agreement”), between **CHESTER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and Project P2443, a [____] organized and existing under the laws of the State of [____](the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on certain land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition and installation of machinery, equipment, furnishings and other tangible personal property at one or more facilities in the County (the “Project”), which will result in an expected aggregate investment of approximately three million six hundred thousand dollars (\$3,600,000.00) (the “Investment Target”) December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service, but in no event later than December 31, 2031 (the “Investment Period”); and

WHEREAS, the County and York County have established a joint county industrial and business park (the “Park”) by entering into the “Master Agreement Governing the York-Chester Industrial Park,” originally dated as of December 31, 2012, as may have been subsequently amended and/or restated (collectively, the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and the County will intends to use its commercial reasonable efforts to designate the Land as governed by the Park Agreement, and the County desires to cause the Land to continue to be designated as such or designated as such other multi-county industrial and business park property so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits in respect to the Company’s investments in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on [____], 2025, following conducting a public

hearing on [____], 2025;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

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

“Affiliate” shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company.

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

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

“Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting, and related costs properly capitalizable to the cost of the Infrastructure.

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

“FILOT Act” shall mean Title 12, Chapter 44 of the Code.

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

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall mean the credits to the PILOT Payments in respect of the Company’s

investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof and shall include the Primary Credits and the Secondary Credits.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Target” shall mean the investment by the Company of at least three million six hundred thousand dollars (\$3,600,000.00) in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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

“Ordinance” shall mean the ordinance enacted by the County Council on [____], 2025, authorizing the execution and delivery of this Agreement.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the 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 Act, or any successor provision, with respect to the Project.

“Park Agreement” shall mean the [Agreement for Development for a Joint County Industrial Park] originally dated as of [____], as amended, between the County and [partner] County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“PILOT Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Term” shall mean a period of time beginning on the execution date of this Agreement and ending ten (10) years after the placement in service of the initial asset investment which shall coincide with the first PILOT Payment due to the County by the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South

Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a [corporation] duly organized, validly existing, and in good standing under the laws of the State of [] and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or

investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. Subject to the County's ability to release materials according to the South Carolina Freedom of Information Act, and except to the extent otherwise required by law, the County shall not release information which has been designated as confidential or proprietary by the Company. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, provided, however, failure to comply with this provision is not an "Event of Default" as described under, or otherwise a breach of, this Agreement.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of any termination of the Park Agreement or any change in designation of the Land as subject to the Park Agreement before the termination of this Agreement, the County agrees to use its commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be designated as part of a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and sole expense of the Company, execute and deliver such further instruments and take such further action as the County deems reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the

Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Costs of the Infrastructure with respect to the Project, the County shall provide an infrastructure credit against the PILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement (the “Primary Credit”). The annual Primary Credit shall be in an amount equal to the difference between the *ad valorem* property taxes that would have been payable in connection with the property comprising the Project for that tax year and the fee-in-lieu of tax payment that would have been due on the property comprising the Project for that tax year had the Company and the County entered into a negotiated fee-in-lieu of taxes arrangement for the property under the FILOT Act with an assessment ratio of 6% and a millage rate equal to the rate in effect for the current tax year for each year of the Term. The application of the Primary Credit set forth in this Agreement to the PILOT Payments shall result in annual payments (the “Primary Payments”). The Primary Credit shall commence in the first year for which the Company elects to claim the Primary Credit in accordance with this Agreement and shall terminate ten (10) consecutive years after the last investment is made at the Project during the Investment Period (the “Primary Credit Period”). The Company and the County anticipate that the Primary Credit Period will begin in property tax year 2025 (i.e., the PILOT Payment due on or before January 15, 2025).

(b) The County shall also provide a secondary infrastructure credit (“Secondary Credit”), which shall be applied against the Primary Payments in an amount equal to 20% of each annual Primary Payment. The application of the Secondary Credit to the Primary Payment shall result in a final payment amount each year (the “Total Payments”). The Secondary Credit shall begin in the first year a Primary Payment is due on the Project and continue for three (3) years (“Secondary Credit Period”).

(c) Any Primary Credit or Secondary Credit (collectively, the “Infrastructure Credits”) provided under this Agreement shall be used to reimburse the Company for eligible expenditures, as permitted by the Infrastructure Credit Act, which include the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the Company’s property, (ii) improved or unimproved real estate, and (iii) machinery and equipment, provided that any Infrastructure Credit benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment. In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by the Company collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making a 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 B no later than [] [] in each year in which the Company intends to claim a credit. The Company’s failure to provide such annual certification shall bar the Company from receiving any credit with respect to that year’s PILOT Payment.

(d) Upon receipt of payment of all PILOT Payments, any *ad valorem* property taxes then due with respect to the Project or any other property of the Company located in the County, and any other amounts due under this Agreement, the County shall rebate to the Company the Infrastructure Credits to be paid by check for such year no later than 90 days following the latter of (i) receipt of the annual filing, and (ii) the County’s receipt of such payment(s) due from the Company as noted in this subitem (d).

(e) Should the Company fail to invest at least \$2,700,000 in the Project by the end of the Investment Period (the “Minimum Investment Requirement”), the Agreement shall terminate and the Project shall be immediately subject to *ad valorem* tax both prospectively and retroactively to the first year within which PILOT Payments or Primary Payments were to have been made with respect to the

Investment. The Company shall make payment to the County, within thirty (30) days after the termination pursuant to this Section, of the difference between (i) the Total Payments actually made and (ii) the total retroactive amount of *ad valorem* tax which would have been due by the Company with respect to the investment made in the Project. The Company shall also be required to repay the entire amount of any Infrastructure Credits it has received.

(f) Should the Company invest less than the Investment Target but at least \$3,240,000 (which is equal to 90% of the Investment Target) in the Project by the end of the Investment Period, the Infrastructure Credits that have been provided up until that point will be subject to a *pro rata* clawback pursuant to Exhibit C.

(g) Should the Company invest less than \$3,240,000 in the Project by the end of the Investment Period, the Infrastructure Credits that would have otherwise been payable under this Agreement shall no longer be payable by the County, and the Company shall be required to repay the entire amount of any Infrastructure Credits it has received.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Infrastructure Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the Term of this Agreement, the amount of the PILOT Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

(i) Notwithstanding the provision of the Infrastructure Credits as described herein, the Company and the County agree that the Company shall not be entitled, to the extent permitted by law, to enjoy the five-year exemption from county property taxes provided by Article X, Section 3 of the South Carolina Constitution and South Carolina Code §12-37-220(A)(7).

(j) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PILOT PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(k) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the PILOT Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the PILOT Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) A copy of the executed Park Agreement; and
- (c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others. However, any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent or subsequent ratification of the County, except any transfer or assignment to an Affiliate of the Company or other financing-related transfer or assignment does not require consent or ratification of the County.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision (except with respect to any failure to make a PILOT Payment hereunder, for which no written notice of default is required) contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”), unless the County or Company, as the case may be, 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 or Company is diligently pursuing corrective action.

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

In the event the Company fails to meet the Investment Target, the sole and exclusive remedies are that which are set forth in Section 3.02.

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

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.05. Limited Liability of the County. No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the PILOT Payments from which the Infrastructure Credits are to be provided.

SECTION 5.06. Reimbursement of Legal Fees and Expenses and Other Expenses Upon Default. Upon the occurrence of an Event of Default hereunder by the Company, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Chester County
Attn.: County Administrator
PO Box 580, Chester, SC 29706

Chester County Economic Development
Attn.: Director
3200 Commerce Drive, Suite B
Richburg, SC 29729

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

Michael Kozlarek
King Kozlarek Root Law LLC
PO Box 565
Greenville, SC 29602
michael@kingkozlarek.com

(b) if to the Company: ☐ _____
☐ _____
☐ _____

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

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

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.09. Administration Expenses. The Company shall, promptly upon written request therefor but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting the payment of the same, reimburse the County from time to time for its reasonable administration expenses (the “Administration Expenses”) with regard to this Agreement, up to an amount of seven thousand, five hundred dollars (\$7,500.00) related to the negotiating, documenting, and executing this document, and up to an amount of one thousand dollars (\$1,000.00) per year thereafter for the administration of this Agreement. The provisions of Article V and Section 6.13 are not subject to any limitation imposed by this Section 6.09.

SECTION 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.11. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.13. Indemnity.

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

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

SECTION 6.14. Facsimile/Scanned Signature

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Chester County, South Carolina and [_____] have caused this Agreement to be executed by an authorized signatory, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Chester County Council

ATTEST:

Clerk to Chester County Council

[Signature page 1 to Infrastructure Credit Agreement]

COMPANY NAME [Project P2443]

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

TBD

TMS No. _____

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the “Company”), do hereby certify in connection with the Infrastructure Credit Agreement dated as of [____], 2025 (the “Agreement”) between Chester County, South Carolina and the Company, as follows:

(1) As of December 31, 20____, the total amount of Infrastructure Credits received by the Company is as follows:

- | | |
|--|----------|
| (a) Infrastructure Credits received by the Company | \$ _____ |
| (b) Total Infrastructure Credits received | \$ _____ |

(2) As of December 31, 20____, the total amount of investment in Costs of Infrastructure by the Company is not less than \$ _____.

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____.

[COMPANY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C

DESCRIPTION OF CLAW BACK

If the Company invests at least \$3,240,000 in the Project but fails to invest the total amount of Investment Target, as described in Section 3.02(f), the Company shall be required to repay the total amount of any Infrastructure Credits it has received according to the below pro rata clawback calculation.

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

In calculating the achievement percentage, only the investment made up to the Investment Target will be counted.

For example, and by way of example only, if the County granted \$[A] in Infrastructure Credits, and \$[B] had actually been invested at the Project, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$[B]/\$[Investment Target] = [C]%

Clawback Percentage = 100% - C% = D%

Repayment Amount = \$[A] x [D]% = \$[E]

The Company shall pay any amounts described in or calculated pursuant to this Exhibit C within 30 days of receipt of the date on which regular *ad valorem* taxes are due in the year immediately following the end of the Investment Period. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit C survives termination of this Agreement.

ORDINANCE NO. 2025-5

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHESTER COUNTY, AND PROJECT P2373; THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY IN A MULTI-COUNTY INDUSTRIAL PARK; THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County and York County, South Carolina (“York”), entered into the Master Agreement Governing the York-Chester Industrial Park dated as of December 31, 2012, as amended and restated (“Park Agreement”);

WHEREAS, pursuant to Section 1.01(a) of the Park Agreement, the boundaries of the park created therein (“Park”) may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to York County;

WHEREAS, [], previously identified as Project P2373, and/or one or more affiliates, and/or other project sponsors (collectively, “Company”), propose to invest in, or cause others to invest in, the establishment of certain facilities to be operated primarily for [] operations, at one or more locations in the County (“Project”), which the Company expects will result in aggregate investment of at least \$[] and the creation of approximately [] new, full-time equivalent jobs in the Project;

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

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on July 15, 2024, whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized County officials to provide the benefits of a negotiated FILOT, a

multi-county industrial or business park, and Special Source Credits with respect to the Project; and

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

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

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

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

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

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

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

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the Negotiated FILOT Act,

the Project is designated as “economic development property” under the Negotiated FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT payments to be made with respect to the Project based upon a 6% assessment ratio and a fixed millage of rate of 495.8 mills, all as more fully set forth in the FILOT Agreement.

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

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

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

Section 7. Miscellaneous.

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

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

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

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

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

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]
ATTEST:

By: _____
Kristie Donaldson
Clerk to Council

First Reading:	January 21, 2025
Second Reading:	February 3, 2025
Public Hearing:	February 18, 2025
Third Reading:	February 18, 2025

EXHIBIT A
PROPERTY DESCRIPTION

[Legal Description]

[Chester County Parcel ID No. 098-00-00-166-000]



EXHIBIT B
SUBSTANTIALLY FINAL FORM OF PILOT AGREEMENT

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

CHESTER COUNTY, SOUTH CAROLINA

and

[[Project P2373]]

Dated as of [_____] [], 2025

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (“Agreement”) dated as of [_____] [], 2025, by and between CHESTER COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, and [][Project P2373][], acting for itself, one or more affiliates, and/or other project sponsors (“Company”).

WITNESSETH:

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

WHEREAS, the Company is considering the establishment and/or expansion of certain [][] facilities at one or more locations in the County (“Project”), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$[] in taxable property in the Project.

WHEREAS, the Company is anticipating the creation of at least [] new jobs in the Project by the end of the Compliance Period (as defined herein) as set forth in greater detail herein.

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

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on July 16, 2024 (“Inducement Resolution”), whereby the County formally identified the Project as a “project” within the meaning of the Act, and, subject to certain conditions described therein, authorized county officials to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, based solely on the information provided by the Company to the County, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 2025-5, enacted by the Council on [_____] [], 2025, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the investment to be made, or caused to be made,

by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

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

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

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

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

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

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

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project, to the extent allowed by the Act. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Company*” shall mean [[Project P2373]], a [] organized[incorporated] and existing under the laws of the State of [], and authorized to do business in the State, being the company previously identified as Project P2373, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under Sections 4.05 or 6.01 hereof or any other assignee or transferee hereunder which is

designated by the Company and approved by the County, formerly known to the County as Project P2373.

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

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

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

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

“Deficiency Payment” shall have the meaning specified in Section 5.01(e) hereof.

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

“Event of Default” shall mean an Event of Default, as set forth in Section 8.01 hereof.

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

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

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

“Investment Period” shall initially mean a period equal to the Compliance Period.

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

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

“Minimum Contractual Job Requirement” shall mean the creation, within Chester County, South Carolina, of at least [] new, full-time equivalent jobs which are located at the Project, by the end of the Compliance Period, by the Company and all Co-Investors.

“Minimum Statutory Investment Requirement” shall mean investment in the Project by a single sponsor of not less than \$2,500,000 within the Compliance Period, as set forth in by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and Section 6.02 hereof.

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

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

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

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

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

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

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

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

“Project” shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

- (a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, the Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein.
- (b) Based solely on the information provided by the Company to the County, the County has (i) determined the Project will subserve the purposes of the Act and (ii) has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.
- (c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.
- (d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

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

- (a) The Company is a limited liability company validly existing and in good standing under the laws of the State of South Carolina, and is authorized to do business in the State, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company’s fiscal year end is December 31, and the Company will notify the County of any changes in the fiscal year of the Company.
- (b) The Company intends to operate the Project as [] facilities primarily for [].
- (c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.
- (d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely

affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III COVENANTS OF COUNTY

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

Section 3.02. Special Source Credits.

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

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

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

THE SPECIAL SOURCE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE

THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.

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

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, then at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and each other Co-Investor benefits commensurate with, but not in excess of, those intended under this Agreement, including, but not limited to, the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

ARTICLE IV COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

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

2028.

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

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

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

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

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

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

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while

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

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

Section 4.02. Failure to Satisfy Minimum Contractual Requirements. If the Company does not satisfy at least 50% of each of the Minimum Contractual Requirements by the end of the Compliance Period, without extension, then, notwithstanding anything to the contrary contained herein, as the sole remedy therefor which the County and any other party or non-party hereto shall have against the Company, any other Sponsor, any Sponsor Affiliate or any other Co-Investor, the Company shall not be entitled to receive the Special Source Credit and shall repay all Special Source Credits received by the Company and shall not receive any future Special Source Credits. If the Company does not meet each of the Minimum Contractual Requirements by the end of the Compliance Period, without extension, but satisfies at least 50% of each of the Minimum Contractual Requirements, then, notwithstanding anything to the contrary contained herein, as the sole remedy therefor which the County and any other party or non-party hereto shall have against the Company, any other Sponsor, any Sponsor Affiliate or any other Co-Investor, the Company, (i) shall repay the Repayment Amount, as calculated below, if any, and (ii) if a Repayment Amount is due, then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

Section 4.03.

Repayment Amount = Total Special Source Credits Received x Shortfall Percentage

Shortfall Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = [Jobs Achievement Percentage + Investment Achievement Percentage] / 2

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / []

Investment Achievement Percentage = Actual Investment Made / \$[]

In addition, the Special Source Credit for any remaining years would be reduced by the Shortfall Percentage, as defined in the example above. Except with regard to Negotiated FILOT Property placed in service by the Company and Sponsor Affiliate, the County shall not be required to provide any additional Special Source Credit for investment above either of the Minimum Contractual Requirements.

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

under the FILOT Act.

Section 4.04. Payment of Administration Expenses. The Company or any other Co-Investor will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company or such other Co-Investor, respectively, promptly upon written request therefor, but in no event later than thirty (30) days after receiving written notice from the County stating the general nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, aside from the attorneys' fees set forth below. The parties understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$10,000.

Section 4.05. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor may use the Project as it deems fit for any lawful purpose.

Section 4.06. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, a Sponsor Affiliate, or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity, or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property.

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

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

Section 4.07. Records and Reports. The Company and each other Co-Investor will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

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

Agreement, the term “County Official” shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

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

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

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

Section 4.08. Funding for Special Source Improvements The Company and each other Co-Investor shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

ARTICLE V FEES IN LIEU OF TAXES

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

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

(b) Subject to adjustment pursuant to the provisions of this Section 5.01, the Negotiated FILOT

shall be calculated each year in accordance with the following provisions:

- (i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of [] ([]) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of [] ([]) years up to an aggregate of [] ([]) or, if the Investment Period is extended as set forth in Section 4.01(c) hereof, up to an aggregate of [] ([]) years.
 - (ii) The Negotiated FILOT shall be determined using (1) an assessment ratio of 6%, which shall be fixed for the entire term of the Negotiated FILOT; (2) the lowest millage rate or rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which (i) the parties believe to be 495.8 mills with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and (ii) shall be fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.
 - (iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.
 - (iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.
- (c) The Negotiated FILOT Payments are to be recalculated:
- (i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in Section 4.01(e)(ii) hereof, by the amount applicable to the Released Property;
 - (ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

- (iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or
 - (iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by Section 4.01(e)(iii).
- (d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:
 - (i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or to the FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in Section 5.01(b)(i) hereof applicable to the Released Property
 - (ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.
- (e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with

respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

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

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

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

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

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

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

ARTICLE VI THIRD PARTY ARRANGEMENTS

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

Subject to County consent when required under this Section 6.01, and at the expense of the Company or any such other Co-Investor, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Co-Investor under this Agreement and/or any release of the Company or any other Co-Investor pursuant to this Section 6.01.

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

Section 6.02. Sponsors and Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Agreement, provided that, each Sponsor Affiliate must agree to be bound by the terms of this Agreement, as evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County, and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this Section 6.02 within 90 days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII TERM; TERMINATION

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

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

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

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

- (a) if the Company shall fail to make any Negotiated FILOT Payments, which default shall not have been cured within 60 days following receipt of written notice of such default from the County;
- (b) if the Company or the County shall fail to observe, perform, or comply with any of the covenants, conditions, or terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for 60 days after the party shall have given the Defaulting Entity written notice of such default; provided however, (i) the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; (ii) that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; and (iii) if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition, or terms or if it takes longer than 60 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;
- (c) A material representation or warranty made by the Company or the County which is deemed materially incorrect when deemed made;

- (d) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the individual and/or aggregate minimum investment as described in the Act;
- (e) if a Cessation of Operations occurs after the Enhanced Investment FILOT Compliance Period. For purposes of this Section, “ceases operations” means closure of the facility comprising the Project or the cessation of production and shipment of products for a continuous period of twelve months; or
- (f) Failure by the Company to comply with any other provisions of the Act.

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

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

- (a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than 30 days prior to the termination date specified therein (which, for a failure to make any Negotiated FILOT Payment, may be the 60th day following notice of default as described in Section 8.01(a), above);
- (b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in Section 4.06 hereof;
- (c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in Section 5.02 hereof.

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

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

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

ARTICLE IX
MISCELLANEOUS

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

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

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

(a) As to the County:

Chester County
Attn: County Administrator
1476 J.A. Cochran Bypass
P.O. Box 580
Chester, South Carolina 29706

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

Chester County Attorney
1476 J.A. Cochran Bypass
P.O. Box 580
Chester, South Carolina 29706

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

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

(d) As to the Company:

[] [Project P2373] []
Attn: []
[]
[]

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

[]
Attn: []
[]
Columbia, SC 29201

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

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

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

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

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

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

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

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

Section 9.12. Indemnification.

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

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

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

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

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

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

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joe Branham

Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson

Clerk to County Council

[[Project P2373]]

By: _____

Name: _____

Its: _____

EXHIBIT A
LAND DESCRIPTION

[[[

Chester County Parcel ID: [[[[

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee in Lieu of Tax and Incentive Agreement effective [_____] [], 2025 (“Agreement”), by and between Chester County, South Carolina (“County”) and [] [Project P2373] [] (“Company”), and [] [] (“Sponsor Affiliate”).

1. Joinder to Agreement. The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement; (b) acknowledges and agrees that (i) in accordance the Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Agreement.

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

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

4. Notice. Notices under Section 9.03 of the Agreement shall be sent to:

[][]
c/o []
[]
[]
Attn.: []

With a copy to:

[Signature page follows]

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

[[

Signature: _____

Name: _____

Title: _____

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

[[**PROJECT P2373**]],[[

Signature: _____

Name: _____

Title: _____

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

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

I _____, the _____ of Project [] [] (“Company”), do hereby certify in connection and in compliance with Section 3.02(c) of the Fee in Lieu of Tax and Incentive Agreement effective September [], 2025 (“Agreement”), by and between Chester County, South Carolina (“County”) and the Company (“Agreement”), and South Carolina Code Annotated Sections 4-1-175 and 12-44-70, as follows:

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

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

	[] [Project P2373] []	[Sponsor Affiliate]
Tax Bill	\$[•]	\$[•]
Special Source Credit Percentage	[•]%	[•]%
Special Source Credit	\$[•]	\$[•]

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

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

Name: _____
Its: _____

CHESTER COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2025-6

**TO DISSOLVE THE CHESTER COUNTY RURAL FIRE BOARD;
TO CREATE THE CHESTER COUNTY FIRE SERVICE BOARD;
TO PROVIDE FOR THE GOVERNANCE; TO CREATE THE
PURPOSE AND IMPLEMENTATION; TO DEFINE THE
AUTHORITY AND SCOPE; AND OTHER RELATED MATTERS.**

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is empowered by the provisions of the South Carolina Constitution and the South Carolina Code Annotated, for example, South Carolina Code Annotated sections 4-9-30(6), *et seq.*, to provide for the dissolution, modification and establishment of agencies, departments, boards, commissions and positions as may be necessary to provide proper services of local concern for public purposes;

WHEREAS, the County previously created the Board of Rural Fire Control for Chester County, which is often referred to as Rural Fire Board (“Rural Fire Board”), for the purpose of fire protection and control to study and survey the fire protection and control problems in the County formulate a comprehensive plan of fire control, to obtain the maximum fire control at minimum cost to the taxpayers of the county, and establish appropriate fire response areas as codified the creation and operation of the Rural Fire Board in Chester Code of Ordinances Division 4, section 2-354, *et seq.*;

WHEREAS, to enhance transparency of financial decisions regarding the allocation of county fire funds, thereby enhancing services to taxpayers, and eliminating duplication of services in order to provide the residents of the County with quality fire protection services, the County intends to abolish and dissolve the Board of Rural Fire Control for Chester County (“Rural Fire Board”) and establish Chester County Fire Service Board (“Fire Service Board” or “Board”).

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

1.0 Implementation

1.01 Authority to establish the Chester County Fire Service Board

Pursuant to the County Council’s general designation of power to provide for the public health, safety, and general welfare of residents of the County by establishing agencies, departments, boards, commissions and positions to provide services of local concern for public purposes. The Council may establish the functions of each board and commission and is tasked with regulating the created entity pursuant to the provisions of South Carolina Code Annotated section 4-9-30(6), *et seq.* Councils may abolish, merge or modify said agencies, departments, boards, commissions and positions as appropriate to meet the needs of the County.

Furthermore, the County Council shall provide for the appointment of certain boards, committees, and commissions by adopting an ordinance when such is not provided by general law or the Constitution pursuant to South Carolina Code Annotated section 4-9-170.

2.0 Establishment and Purpose of Fire Service Board; dissolution of Rural Fire Board

2.01 The County Council adopts this Ordinance creating the Chester County Fire Service Board, to incorporate the functions and responsibilities of the Rural Fire Board, thereby streamlining

governance and improving decision-making processes.

2.02 The County Council intends that the Fire Service Board created by this Ordinance be empowered to collaborate on strategic use of resources to best serve our community's fire service needs and allow communication to seamlessly flow to Chester County Fire and County Council.

2.03 The Fire Service Board shall focus efforts on improving and maintaining nationally recognized standards and improving transparency as to fiduciary information.

2.04 The County Council dissolves and abolishes the Rural Fire Board to be immediately reconstituted as the Fire Service Board as set forth in this Ordinance.

3.0 Authority and Scope

3.01 All County funds allocated to each fire district will be mandated to go through Chester County Fire. This centralization of purchasing authority is designed to ensure accountability, adherence to regulatory standards, follow procurement policies, and optimal use of taxpayer resources.

3.02 The Fire Service Board will be presented with past data, projected data and growth, projected budgets and other resources to properly analyze and drive decisions when preparing a budget or long-term goals for the betterment of the entire County.

3.03 Any vehicle purchased with County allocated funds or insured by the County shall be owned by and properly titled in the name of the County and shall not be subject to disposal or sale without the approval of Council;

3.04 The Chester County Hazardous Materials (HAZMAT) Response Team is incorporated with the Fire Service Board. The Board may adopt rules and regulations for administration and discharge of the duties imposed upon it by law.

4.0 Duties

4.01 Fire Service Board will be responsible for the following:

- Preparing an annual assessment of fire protection services in the County including a budget designed to meet those needs for presentation to Council;
- Recommend priorities of fire service needs and creating a comprehensive plan as to replacement of equipment and apparatus after review of data;
- Establish ad hoc committees, formed by members of the Fire Service Board, for advisory on specific item(s) and findings shall be reported back to the Board;
- Establish minimal standards for county wide fire codes to provide guidance as to a fine/fee schedule for false alarms, inspections and inspection violations;
- Establish policies, training standards, standard operating guidelines and procedures to create parity amongst fire departments and promulgate such standards;

- Withdraw any county-owned equipment from any department that fails to meet the standards prescribed by the Board concerning facilities and equipment and to disapprove any purchase by a department not budgeted;
- Establish recruitment strategies and retention initiatives for volunteers and full-time staff;

5.0 Governance

5.01 The body of the Fire Service Board does not have any powers or duties which would conflict with or supersede the powers and duties of the County Council, the County Administrator, or any other boards or commissions.

5.02 The Fire Service Board will consist of the twelve current fire chiefs of each department representing a diverse array of experience and expertise within the fire service.

- If a fire chief steps down or is removed from the position of fire chief, the fire chief is automatically removed from the Fire Service Board and the assistant fire chief shall serve on the Fire Service Board, until a new fire chief is appointed. The assistant fire chief should notify the Deputy Director of Chester County Fire as soon as reasonably possible to bring the matter to the Fire Service Board's attention during the next meeting scheduled.
- In the event of a fire chief being unable to attend a regularly scheduled meeting, the chief shall appoint an officer within the department to attend the meeting in his or her place.
- If the fire chief is unable to serve on the board, the chief and district board shall appoint an officer to represent the district and serve on the Fire Service Board. The appointment shall be provided in writing to the Chairperson as notification of the district's appointment.

5.03 The Deputy Director of Chester County Fire will preside over the meetings as the Chairperson. The Deputy Director will be allowed to vote in situations as to break a tie vote. In the event of the Deputy Director of Chester County Fire service is vacated or incapacitated and unable to serve for an extended period of time, the Chester County Emergency Services Director shall assume the responsibilities of the Chairperson until the Deputy Director position is filled.

5.03(a) Responsibilities of Deputy Director as Chairperson for the Fire Service Board

- Provide collected and projected data to the Fire Service Board;
- Ensure all meeting dates, agendas and meeting minutes will be published by the office of Emergency Services;
- Conduct meeting in accordance with Robert's Rules of Order, County ordinances, and in accordance with Section 30-4-10 *et seq.* of the Code of Laws of South Carolina of 1976 as amended, also known as the Freedom of Information Act ("Act"), and as such is required to give public notice of its meetings and agendas.

5.04 A vice chair shall be nominated and voted upon in the first meeting in July or as soon as possible

thereafter. The vice chair's responsibilities include appointing members of the ad hoc committees and conducting meetings in the absence of the Deputy Director of Chester County Fire. The vice chair shall serve a term of two (2) years to run concurrent with the fiscal year.

5.05 A secretary will be provided by the County to take meeting minutes and satisfy all notice requirements.

6.0 Meetings

6.01 Meetings will be held on the first and third Thursday of each month, January to April. During the months of May to December there will only be one meeting per month scheduled for the first Thursday of the month.

6.02 To conduct business, a quorum of 7 must be present. Voting decisions will be based on a majority vote for all recommendations and business.

6.03 Agenda requests shall be submitted to the Chairperson one week in advance of the regularly scheduled meeting.

6.04 Upon approval of the meeting minutes by the Fire Service Board, the meeting minutes shall be forwarded to County Council within thirty (30) days.

7.0 Attendance

7.01 A member is subject to immediate removal following the unexcused absence from four (4) regularly scheduled meetings during the twelve (12) month period. Absences due to sickness, bereavement, vacation, unexpected duty related emergencies, and Family Medical Leave Act constitute excused absences. The Board may vote to excuse any absence by simple majority.

7.02 In extreme circumstances, if a member of the Fire Service Board is removed due to excessive absences, the Chairperson will report to the board of the district and request the district find a suitable replacement to represent the interests of that department.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson, Chair, County Council
Chester County, South Carolina

[SEAL]

Attest:

Kristie Donaldson, Clerk to County Council
Chester County, South Carolina

First Reading:	February 3, 2025
Second Reading:	February 18, 2025
Public Hearing:	March 3, 2025
Third Reading:	March 3, 2025

SOUTH CAROLINA)
)
CHESTER COUNTY)

RESOLUTION 2025-5 OF
CHESTER COUNTY, SOUTH CAROLINA

PROVIDING FOR CHANGES TO THE COUNTY EMPLOYEE/PERSONNEL HANDBOOK RELATING TO PARENTAL LEAVE, PROFESSIONAL CONDUCT AND WORKPLACE RELATIONSHIPS, RECRUITMENT PROCEDURES, HOLIDAYS, AND ANNUAL LEAVE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the County, by and through its' County Council, is authorized and empowered to provide for the County's internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 4-9-10, *et. seq.* of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the County previously enacted Ordinance No. 2024-7, which adopted an employee/personnel handbook (including various policies and procedures) and provided that subsequent changes to the handbook and/or policies and procedures could be accomplished by resolution;

WHEREAS, the County now intends to update/add certain employee policies and procedures as more fully described in this Resolution;

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

Section 1. Policy Changes/Additions. The County adopts the following:

(a) Policy Number: 5-5, changes the County's Maternity Leave policy to now state Parental leave and grants leave to both the mother and the father of a child, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference;

(b) Policy Number: 1-8, a new policy which provides for parameters of professional conduct and appropriate workplace relationships, a copy of which is attached to this Resolution as Exhibit B and incorporated herein by reference;

(c) Policy Number: 3-1, additional language added to recruitment procedures to provide further direction as to the hiring process, a copy of which is attached to this Resolution as Exhibit C and incorporated herein by reference;

(d) Policy Number: 5-1, additional language that adds General Election Day as a holiday for Presidential Elections only, a copy of which is attached to this Resolution as Exhibit D and incorporated herein by reference;

(e) Policy Number: 5-2, further defines annual leave for County Fire employees to distinguish the number of workdays accumulated each month based on the employee's years of

service, a copy of which is attached to this Resolution as Exhibit E and incorporated herein by reference;

Section 2: General Repealer. Each resolution, order, policy, or similar directive, or any part of the same, in conflict with this Resolution is, to the extent of that conflict, repealed.

RESOLVED: February 18, 2025

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Pete Wilson
Chairman, County Council

[SEAL]

Attest:

Kristie Donaldson
Clerk to County Council

[FIVE EXHIBITS FOLLOW]

EXHIBIT A

POLICY NUMBER: 5-5- PARENTAL LEAVE

[NEW PROVISION TO POLICY- SEE ATTACHED]

POLICY NUMBER: 5-5**Effective Date: February 18, 2025****SUBJECT: PAID PARENTAL LEAVE****Purpose**

Chester County will provide up to six weeks of paid maternal leave to the employee following the birth of an employee's child or the placement of a child with an employee in connection with adoption. Chester County will provide two weeks of paid paternal leave to employees following the birth of a biological child. Maternal leave and paternal leave, when discussed together for the purposes of this document may be referenced as "parental leave." The purpose of paid Parental leave is to enable the employee to care for and bond with a newborn. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births occurring on or after July 1, 2024.

Eligibility

Eligible employees must meet the following criteria:

- Be a full-time employee at the time of birth or adoption.
- Must have worked for the County for the 12 months prior to taking paid parental leave.
- No child can have more than two parents eligible for paid parental leave.

In addition, for maternal leave the employee must meet one of the following criteria:

- Have given birth to a child or be the parent of a newborn.
- Have adopted a child 18 years of age or younger. The adoption of a new spouse's or partner's child is excluded from this policy.
- A child in state custody is placed in foster care with the employee.

Eligibility for paternal leave the employee must meet the following criteria:

- Have a partner or spouse that gave birth to a biological child.

Amount, Time Frame, and Duration of Paid Maternal Leave

- Qualifying Event- Eligible employees will receive a maximum of six weeks of paid maternal leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption of multiples, or placement of multiples occurs (e.g., the birth of twins or adoption of siblings) does not increase the six (6) week total amount of paid maternal leave or two (2) weeks for paternal leave. In addition, in no case will an employee receive more than six (6) weeks of paid maternal leave or two (2) weeks for

paternal leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement events occur within that 12-month time frame.

- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave does not include any additional pay, such as overtime, supplements, bonuses, longevity pay, temporary salary adjustments, shift differential pay, on-call pay, or call back pay, some of which may be included in the calculation of other forms of paid leave. Approved paid maternal leave will begin upon the birth, final adoption declaration or signed Custody Order. Approved paid paternal leave will begin upon the birth of the biological child. Parental Leave pay does not cover time that occurs prior to birth, final adoption or Foster Parent agreement. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the twelve (12) month period immediately following the qualifying event. Paid parental leave may not be used or extended beyond this twelve (12) month time frame. In addition, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the twelve (12) month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve (12) -month time frame.
- When an employee is on short-term disability or other paid leave benefit for parental and/or childbirth and recovery from childbirth, the six (6) weeks of paid maternal leave or two (2) weeks paid paternal leave will run concurrently with the short-term disability leave or other paid leave benefit provided to the employee for the employee's own medical recovery following childbirth. In such cases, the portion paid by the County will be the difference between short-term disability or other paid leave and the amount of the employee's regular straight time pay.
- Upon termination of the individual's employment with the County, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

- Paid Parental leave taken under this policy will run concurrently with leave under the FMLA in cases where an employee is eligible for leave under both; thus, any leave taken under this policy that also qualifies for leave due to the birth or placement of a child due to adoption or foster care will be counted toward the 12 weeks of available FMLA leave. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After paid parental leave under this policy is exhausted, the balance of FMLA leave

(if applicable) any use of other forms of paid leave during FMLA will be governed by the Family and Medical Leave Policy.

- Continuance of benefits during paid parental leave will be in accordance with the terms of any plan documents governing benefits plans, if applicable, or County policy and practice on the accrual and use of such benefits during periods of paid leave.
- If a county holiday occurs while the employee is on paid parental leave, such a day will be shown on the employee's pay stub as holiday pay but will be charged against paid parental leave and will not extend the total paid parental leave entitlement.
- If the employee is on paid parental leave when the County offers administrative leave (i.e., for inclement weather or other unforeseen circumstances known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.
- Paid parental leave may not be donated.
- If both parents are eligible County employees, both parents are eligible for FMLA leave. The benefit of paid maternal leave shall not exceed six (6) weeks and two (2) weeks of paid paternal leave for any child. If both parents work for the County each parent will receive their respective parental leave as defined above; however, if both parents are essential employees the County reserves the right to postpone paternal leave to a future time based upon the needs of the County at that time. County employees are not allowed to share or trade parental leave.

Requests for Paid Parental Leave

- The employee will provide her supervisor and the human resource department with notice of the request for leave (See Appendix A) at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary request forms and provide all documentation as set out below to substantiate the request.

Qualifying Event	Required Documentation <i>(Employee Selects one)</i>
Adoption	• Adoption order and/or agreement confirming the initial date of placement.
Birth	• Birth Certificate or Proof of Birth (hospital discharge paperwork); • Certified DNA results; or

	• Custody Order
Foster Placement	• Foster Care Placement Agreement; or • Court Custody Order

- Employees may be permitted to begin paid parental leave following the qualifying event and pending receipt of this documentation. However, if the required documentation is not provided within 30 days of the start of paid parental leave, or as soon as is practical after the documentation becomes available, the employee will be required to substitute all other paid leave available and, if sufficient leave is not available, will be placed on Leave Without Pay for the period they were absent from work.

As is the case with all County policies, the County has the exclusive right to interpret this policy.

EXHIBIT B

POLICY NUMBER 1-8

[NEW PROVISION TO POLICY- SEE ATTACHED]

POLICY NUMBER: 1-8

Effective Date: February 18, 2025

SUBJECT: PROFESSIONAL CONDUCT AND WORKPLACE RELATIONSHIPS

This policy establishes guidelines for maintaining professionalism and appropriate boundaries in the workplace, ensuring a respectful and focused work environment for all employees. This policy applies to all employees, contractors, interns, and volunteers within the organization regardless of position or tenure.

The workplace is a professional environment where all employees are expected to conduct themselves with integrity, respect, and discretion. Engaging in behavior of an intimate or romantic nature during work hours or on County property is prohibited. Such actions can disrupt workplace harmony, impact productivity, and compromise the reputation of the County.

GUIDELINES:

1. **Professional Conduct:** Employees must ensure that their behavior always remains professional. Personal matters or relationships of an intimate nature should not interfere with workplace responsibilities or the working environment.
2. **Use of Workspaces:** The organization's property, facilities, and equipment are intended for professional use. These should not be used for private or intimate activities.
3. **Conflicts of Interest:** Employees in supervisory roles shall avoid relationships that could lead to favoritism, conflicts of interest, or perceptions of bias.
4. **Reporting and Accountability:** Any observed behavior that violates this policy should be reported to the Human Resources' Director. Reports will be handled confidentially and addressed promptly.

Consequences:

Violations of this policy may result in disciplinary action, up to and including termination of employment.

EXHIBIT C

POLICY NUMBER: 3-1(4)

[REVISIONS TO EXISTING POLICY- SEE ATTACHED]

POLICY NUMBER: 3-1

Effective Date: February 18, 2025

Revision to 3-1(4)

SUBJECT: RECRUITMENT

4. PROCEDURES

Department Heads will notify the Human Resources Director immediately upon learning that a vacancy will occur. Through position control, Human Resources will verify the open position and guide on salary for the position. Human Resources will ask the Department Director to verify the job description and will then create the posting. The Human Resources Department will then take the steps necessary to attract qualified candidates. Where the request is for a new position, appropriate approvals must be obtained through the County Administrator and County Council for changes to the organization charts. HR will forward qualified applicants to the Department Director. The Department Director or hiring manager should inform HR as to which applicants they wish to interview and those to whom to send regrets. HR will set up and attend all interviews. The Department Director or hiring manager will send their interview questions and the names of those on the interview panel to HR in advance of the interviews. Excluding elected officials, no selections will be made, nor a verbal offer be made without the approval of the Human Resources Director. Human Resources is responsible for the official written offer.

EXHIBIT D

POLICY NUMBER: 5-1

[NEW PROVISION TO POLICY- SEE ATTACHED]

POLICY NUMBER: 5-1

Effective Date: February 18, 2025

SUBJECT: HOLIDAYS

Presidential Election Day General Election Day for Presidential Elections only

EXHIBIT E

POLICY NUMBER: 5-2(a)

[REVISIONS TO EXISTING POLICY- SEE ATTACHED]

POLICY NUMBER: 5-2

Effective Date: February 18, 2025

SUBJECT: ANNUAL LEAVE

- a. County Fire employees—For regular full-time non-exempt County Fire employees scheduled to work forty-eight (48) hour shifts, a standard leave day is 14.8 hours.

<u>Years of Service</u>	<u>Number of Workdays Accumulated Each Month</u>
Zero-to-1-year	7.4 Hours Monthly
One to Four Years	14.8 Hours Monthly
Five to Nine Years	22.2 Hours Monthly
Ten to Fourteen Years	29.6 Hours Monthly
Fifteen to Nineteen Years	37.0 Hours Monthly
Twenty or More Years	44.4 Hours Monthly

14.8 hours a month of sick leave is accrued per month.

When taking accrued leave, it is taken hour for hour. Leave may be requested in increments of 12, 24, or 48 hours.

SOUTH CAROLINA) **RESOLUTION 2025-6 OF**
) **CHESTER COUNTY, SOUTH CAROLINA**
CHESTER COUNTY)

**A RESOLUTION GIFTING THE SERVICE WEAPON TO DEPUTY
CHARLES MCKENZIE.**

WHEREAS, Chester County is grateful for the service provided by Deputy Charles McKenzie for his more than fifteen (15) years of service to the Chester County Sheriff's Office;

WHEREAS, in accordance with South Carolina Code of Laws §23-1-225 and Chester County Ordinance 11-16-098, “upon retirement, state law enforcement officers may retain their commissions in retired status with all rights and privileges, including the right to retain their service weapons issued while serving in active duty status,” provided certain requirements are met;

WHEREAS, the service weapon assigned and utilized by Deputy Charles McKenzie during his career with the Chester County Sheriff's Office was a Glock 22, .40 caliber, Serial number RKV961.

THEREFORE, the Chester County Council does hereby resolve to allow Deputy Charles McKenzie to retain the weapon utilized during his career with the Chester County Sheriff's Office, provided he completes the requisite documentation for the transfer of this weapon.

RESOLVED: February 18, 2025

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson
Chairman, County Council

[SEAL]
Attest:

Kristie Donaldson
Clerk to County Council

SUBDIVISION BOND

Bond No. US00136067SU24A

KNOW ALL MEN BY THESE PRESENTS, that we Forestar (USA) Real Estate Group Inc.

2221 E Lamar Blvd, Suite 790 Arlington, TX 76006

as Principal, and XL Specialty Insurance Company

authorized to do business in the State of SC, as Surety, are held and firmly bound unto

Chester County

as Oblige, in the penal sum of Four Million Two Hundred Eighty Six Thousand One Hundred Sixty Dollars and Eighty

One Cents (\$ 4,286,160.81) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Forestar (USA) Real Estate Group Inc.

has agreed to construct in Woodhaven

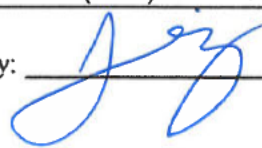
the following improvements: Woodhaven - Phase 1 Plat - Storm, Water, Sewer, Roadway, Street Trees, Sidewalk

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

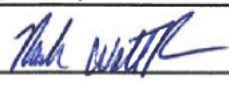
Signed, sealed and dated this 8th day of February, 2024.

Forestar (USA) Real Estate Group Inc.

Principal

By: 

XL Specialty Insurance Company

By: 

Noah William Pierce

Attorney-in-Fact





Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00136067SU24A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Noah William Pierce

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 8th day of February, 2024.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above Instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid Instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 8th day of February, 2024.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM



**XL Insurance
Reinsurance**

Commercial Bond – Contact Information

All correspondence in conjunction with this bond must be directed to the following address or Email:

XL Specialty Insurance Company
Surety Administrative Office
677 Washington Blvd
10th Floor
Stamford CT, 06901
For general inquiries please contact: XL-Surety-General@axaxl.com
For claims inquiries please contact: AXAXL-BondClaims@axaxl.com

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

DESCRIPTION	UNIT PRICE	QUANTITY	SUBTOTAL
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Standard Subdivision Infrastructure

1.0	5' Concrete Sidewalk - Interior S/D (COS)	\$ 33.00 LF	5898 LF	\$ 194,634.00
2.0	ADA Concrete Ramps w/Warning Mats	\$ 950.00 EA	9 EA	\$ 8,550.00
3.0	24" Valley Curb and Gutter	\$ 21.85 LF	7453 LF	\$ 162,848.05
4.0	8" ABC Stone Base Course	\$ 28.23 SY	9843 SY	\$ 277,867.89
5.0	2" S9.5C Asphalt Intermediate Paving	\$ 11.10 SY	9843 SY	\$ 109,257.30
6.0	1" HMA Final Surface Course	\$ 6.10 SY	9843 SY	\$ 60,042.30

Total - Standard Subdivision Infrastructure \$ 813,199.54

Sanitary Sewer

1.0	8" PVC San. Sewer Pipe	\$ 60.00 LF	3515 LF	\$ 210,900.00
2.0	8" DIP San. Sewer Pipe	\$ 75.00 LF	248 LF	\$ 18,600.00
3.0	San. Sewer Manholes	\$ 5,200.00 EA	18 EA	\$ 93,600.00
4.0	Extra VF over 6'	\$ 450.00 VF	65 VF	\$ 29,250.00
5.0	SSMH Ring and Covers	\$ 500.00 EA	18 EA	\$ 9,000.00
6.0	4" SS PVC Laterals	\$ 1,200.00 EA	100 EA	\$ 120,000.00
7.0	SS Lateral Cleanouts	\$ 500.00 EA	100 EA	\$ 50,000.00
8.0	4 x 4 Post	\$ 65.00 EA	100 EA	\$ 6,500.00

Total - Sanitary Sewer \$ 537,850.00

Storm Drainage

1.0	15" RCP Storm Pipe	\$ 63.00 LF	3878 LF	\$ 244,314.00
2.0	18" RCP Storm Pipe	\$ 68.00 LF	1079 LF	\$ 73,372.00
3.0	24" RCP Storm Pipe	\$ 84.00 LF	476 LF	\$ 39,984.00
4.0	30" RCP Storm Pipe	\$ 125.00 LF	206 LF	\$ 25,750.00
5.0	36" RCP Storm Pipe	\$ 155.00 LF	491 LF	\$ 76,105.00
6.0	42" RCP Storm Pipe	\$ 205.00 LF	79 LF	\$ 16,195.00
7.0	42" Concrete Head Wall	\$ 6,600.00 EA	1 EA	\$ 6,600.00
8.0	Storm Precast Catch Basins	\$ 3,800.00 EA	45 EA	\$ 171,000.00
9.0	Storm Precast Drop Inlets	\$ 3,800.00 EA	13 EA	\$ 49,400.00
10.0	Frame & Grate	\$ 600.00 EA	14 EA	\$ 8,400.00
11.0	Frame, Grate & Hood	\$ 700.00 EA	44 EA	\$ 30,800.00
12.0	18" RCP FES	\$ 3,600.00 EA	1 EA	\$ 3,600.00
13.0	30" RCP FES	\$ 4,200.00 EA	1 EA	\$ 4,200.00
14.0	RipRap Class B Apron for FES	\$ 75.00 ton	150 ton	\$ 11,250.00
15.0	Inlet Protection	\$ 165.00 EA	58 EA	\$ 9,570.00
16.0	Phase 2 Inlet Protection	\$ 250.00 EA	58 EA	\$ 14,500.00

Total - Storm Drainage \$ 785,040.00

Site Waterline

1.0	8" PVC Water Main	\$ 64.00 LF	2385 LF	\$ 152,640.00
2.0	8" DIP Water Main	\$ 80.00 LF	180 LF	\$ 14,400.00
3.0	6" PVC Water Main	\$ 43.00 LF	1219 LF	\$ 52,417.00
4.0	6" DIP Water Main	\$ 56.00 LF	140 LF	\$ 7,840.00
5.0	2" PE Water Main	\$ 24.00 LF	242 LF	\$ 5,808.00

DESCRIPTION	UNIT PRICE	QUANTITY	SUBTOTAL
6.0 3/4" Water Services	\$ 1,700.00 EA	100 EA	\$ 170,000.00
7.0 Fire Hydrant Assembly	\$ 8,800.00 EA	8 EA	\$ 70,400.00
8.0 Hydrant Adjust	\$ 850.00 EA	8 EA	\$ 6,800.00
9.0 8" Gate Valve	\$ 4,500.00 EA	9 EA	\$ 40,500.00
10.0 6" Gate Valve	\$ 3,500.00 EA	2 EA	\$ 7,000.00
11.0 2" Gate Valve	\$ 2,400.00 EA	1 EA	\$ 2,400.00
12.0 Tie to Existing Water with TSV	\$ 13,000.00 EA	2 EA	\$ 26,000.00
13.0 Tie in with Sleeve	\$ 3,200.00 EA	4 EA	\$ 12,800.00
14.0 Water Bore	\$ 750.00 LF	120 LF	\$ 90,000.00
15.0 8" MJ Tee	\$ 1,200.00 EA	5 EA	\$ 6,000.00
16.0 8" x 2" MJ Plug (w/Brass Nipple)	\$ 850.00 EA	1 EA	\$ 850.00
17.0 Thrust Blocking	\$ 450.00 EA	5 EA	\$ 2,250.00
18.0 Valve Ext.	\$ 450.00 EA	11 EA	\$ 4,950.00
19.0 2" RJ Blow-Off	\$ 3,600.00 EA	1 EA	\$ 3,600.00
20.0 1 1/2" PVC Sleeve	\$ 8.00 LF	2400 LF	\$ 19,200.00
21.0 Tracer Wire	\$ 1.20 LF	4080 LF	\$ 4,896.00
22.0 Temporary Jumper/RP Backflow	\$ 4,500.00 EA	2 EA	\$ 9,000.00
23.0 Phasing Blow-Off	\$ 2,400.00 EA	4 EA	\$ 9,600.00
24.0 Stake & Orange Safety fence Protection	\$ 20.00 EA	100 EA	\$ 2,000.00

Total - Site Waterline \$ 721,351.00

Total of Estimated Incomplete Improvement Costs \$ 2,857,440.54
Chester County Multiplier (150%) 1.5

TOTAL OF REQUIRED PERFORMANCE BOND/SURETY \$ 4,286,160.81

This bond estimate has been produced based upon anticipation of the certain required infrastructure that has or will be completed at time of final plat approval and recording and to the best of my knowledge, information and belief. Unit pricing taken from experience and historical knowledge and actual pricing will differ depending on market conditions at time of pricing/bid/proposal.

R. JOE HARRIS & ASSOCIATES, INC.



Chris R. Bridges, P.E.
Senior Project Manager

DESCRIPTION	UNIT PRICE	QUANTITY	SUBTOTAL
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Standard Subdivision Infrastructure

1.0	5' Concrete Sidewalk - Interior S/D (COS)	\$ 33.00 LF	4818 LF	\$ 158,994.00
2.0	ADA Concrete Ramps w/Warning Mats	\$ 950.00 EA	9 EA	\$ 8,550.00
3.0	24" Valley Curb and Gutter	\$ 21.85 LF	0 LF	\$ -
4.0	8" ABC Stone Base Course	\$ 28.23 SY	0 SY	\$ -
5.0	2" S9.5C Asphalt Intermediate Paving	\$ 11.10 SY	0 SY	\$ -
6.0	1" HMA Final Surface Course	\$ 6.10 SY	9843 SY	\$ 60,042.30

Total - Standard Subdivision Infrastructure \$ 227,586.30

Sanitary Sewer

1.0	8" PVC San. Sewer Pipe	\$ 60.00 LF	0 LF	\$ -
2.0	8" DIP San. Sewer Pipe	\$ 75.00 LF	0 LF	\$ -
3.0	San. Sewer Manholes	\$ 5,200.00 EA	0 EA	\$ -
4.0	Extra VF over 6'	\$ 450.00 VF	0 VF	\$ -
5.0	SSMH Ring and Covers	\$ 500.00 EA	0 EA	\$ -
6.0	4" SS PVC Laterals	\$ 1,200.00 EA	0 EA	\$ -
7.0	SS Lateral Cleanouts	\$ 500.00 EA	0 EA	\$ -
8.0	4 x 4 Post	\$ 65.00 EA	0 EA	\$ -

Total - Sanitary Sewer \$ -

Storm Drainage

1.0	15" RCP Storm Pipe	\$ 63.00 LF	0 LF	\$ -
2.0	18" RCP Storm Pipe	\$ 68.00 LF	0 LF	\$ -
3.0	24" RCP Storm Pipe	\$ 84.00 LF	0 LF	\$ -
4.0	30" RCP Storm Pipe	\$ 125.00 LF	0 LF	\$ -
5.0	36" RCP Storm Pipe	\$ 155.00 LF	0 LF	\$ -
6.0	42" RCP Storm Pipe	\$ 205.00 LF	0 LF	\$ -
7.0	42" Concrete Head Wall	\$ 6,600.00 EA	0 EA	\$ -
8.0	Storm Precast Catch Basins	\$ 3,800.00 EA	0 EA	\$ -
9.0	Storm Precast Drop Inlets	\$ 3,800.00 EA	0 EA	\$ -
10.0	Frame & Grate	\$ 600.00 EA	0 EA	\$ -
11.0	Frame, Grate & Hood	\$ 700.00 EA	0 EA	\$ -
12.0	18" RCP FES	\$ 3,600.00 EA	0 EA	\$ -
13.0	30" RCP FES	\$ 4,200.00 EA	0 EA	\$ -
14.0	RipRap Class B Apron for FES	\$ 75.00 ton	0 ton	\$ -
15.0	Inlet Protection	\$ 165.00 EA	0 EA	\$ -
16.0	Phase 2 Inlet Protection	\$ 250.00 EA	0 EA	\$ -

Total - Storm Drainage \$ -

Site Waterline

1.0	8" PVC Water Main	\$ 64.00 LF	0 LF	\$ -
2.0	8" DIP Water Main	\$ 80.00 LF	0 LF	\$ -
3.0	6" PVC Water Main	\$ 43.00 LF	0 LF	\$ -
4.0	6" DIP Water Main	\$ 56.00 LF	0 LF	\$ -
5.0	2" PE Water Main	\$ 24.00 LF	0 LF	\$ -
6.0	3/4" Water Services	\$ 1,700.00 EA	0 EA	\$ -

DESCRIPTION	UNIT PRICE	QUANTITY	SUBTOTAL
7.0 Fire Hydrant Assembly	\$ 8,800.00 EA	0 EA	\$ -
8.0 Hydrant Adjust	\$ 850.00 EA	0 EA	\$ -
9.0 8" Gate Valve	\$ 4,500.00 EA	0 EA	\$ -
10.0 6" Gate Valve	\$ 3,500.00 EA	0 EA	\$ -
11.0 2" Gate Valve	\$ 2,400.00 EA	0 EA	\$ -
12.0 Tie to Existing Water with TSV	\$ 13,000.00 EA	0 EA	\$ -
13.0 Tie in with Sleeve	\$ 3,200.00 EA	0 EA	\$ -
14.0 Water Bore	\$ 750.00 LF	0 LF	\$ -
15.0 8" MJ Tee	\$ 1,200.00 EA	0 EA	\$ -
16.0 8" x 2" MJ Plug (w/Brass Nipple)	\$ 850.00 EA	0 EA	\$ -
17.0 Thrust Blocking	\$ 450.00 EA	0 EA	\$ -
18.0 Valve Ext.	\$ 450.00 EA	0 EA	\$ -
19.0 2" RJ Blow-Off	\$ 3,600.00 EA	0 EA	\$ -
20.0 1 1/2" PVC Sleeve	\$ 8.00 LF	0 LF	\$ -
21.0 Tracer Wire	\$ 1.20 LF	0 LF	\$ -
22.0 Temporary Jumper/RP Backflow	\$ 4,500.00 EA	0 EA	\$ -
23.0 Phasing Blow-Off	\$ 2,400.00 EA	0 EA	\$ -
24.0 Stake & Orange Safety fence Protection	\$ 20.00 EA	0 EA	\$ -

Total - Site Waterline

\$ -

Total of Estimated Incomplete Improvement Costs

\$ 227,586.30

Chester County Multiplier (150%)

1.5

TOTAL OF REQUIRED PERFORMANCE BOND/SURETY

\$ 341,379.45

This bond estimate has been produced based upon anticipation of the certain required infrastructure that has or will be completed at time of final plat approval and recording and to the best of my knowledge, information and belief. Unit pricing taken from experience and historical knowledge and actual pricing will differ depending on market conditions at time of pricing/bid/proposal.

R. JOE HARRIS & ASSOCIATES, INC.



Chris R. Bridges, P.E.
Senior Project Manager

DESCRIPTION	UNIT PRICE	QUANTITY	SUBTOTAL
Standard Subdivision Infrastructure			
1.0 5' Concrete Sidewalk - Interior S/D (COS)	\$ 33.00 LF	8729.748 LF	\$ 288,081.68
2.0 ADA Concrete Ramps w/Warning Mats	\$ 950.00 EA	23 EA	\$ 21,850.00
3.0 24" Valley Curb and Gutter	\$ 21.85 LF	0 LF	\$ -
4.0 8" ABC Stone Base Course	\$ 28.23 SY	0 SY	\$ -
5.0 2" S9.5C Asphalt Intermediate Paving	\$ 11.10 SY	0 SY	\$ -
6.0 1" HMA Final Surface Course	\$ 6.10 SY	14487.074 SY	\$ 88,371.15
Total - Standard Subdivision Infrastructure			\$ 398,302.84
Sanitary Sewer			
1.0 8" PVC San. Sewer Pipe	\$ 60.00 LF	0 LF	\$ -
2.0 8" DIP San. Sewer Pipe	\$ 75.00 LF	0 LF	\$ -
3.0 San. Sewer Manholes	\$ 5,200.00 EA	0 EA	\$ -
4.0 Extra VF over 6'	\$ 450.00 VF	0 VF	\$ -
5.0 SSMH Ring and Covers	\$ 500.00 EA	0 EA	\$ -
6.0 4" SS PVC Laterals	\$ 1,200.00 EA	0 EA	\$ -
7.0 SS Lateral Cleanouts	\$ 500.00 EA	0 EA	\$ -
8.0 4 x 4 Post	\$ 65.00 EA	0 EA	\$ -
Total - Sanitary Sewer			\$ -
Storm Drainage			
1.0 15" RCP Storm Pipe	\$ 63.00 LF	0 LF	\$ -
2.0 18" RCP Storm Pipe	\$ 68.00 LF	0 LF	\$ -
3.0 24" RCP Storm Pipe	\$ 84.00 LF	0 LF	\$ -
4.0 30" RCP Storm Pipe	\$ 125.00 LF	0 LF	\$ -
5.0 36" RCP Storm Pipe	\$ 155.00 LF	0 LF	\$ -
6.0 42" RCP Storm Pipe	\$ 205.00 LF	0 LF	\$ -
7.0 42" Concrete Head Wall	\$ 6,600.00 EA	0 EA	\$ -
8.0 Storm Precast Catch Basins	\$ 3,800.00 EA	0 EA	\$ -
9.0 Storm Precast Drop Inlets	\$ 3,800.00 EA	0 EA	\$ -
10.0 Frame & Grate	\$ 600.00 EA	0 EA	\$ -
11.0 Frame, Grate & Hood	\$ 700.00 EA	0 EA	\$ -
12.0 18" RCP FES	\$ 3,600.00 EA	0 EA	\$ -
13.0 30" RCP FES	\$ 4,200.00 EA	0 EA	\$ -
14.0 RipRap Class B Apron for FES	\$ 75.00 ton	0 ton	\$ -
15.0 Inlet Protection	\$ 165.00 EA	0 EA	\$ -
16.0 Phase 2 Inlet Protection	\$ 250.00 EA	0 EA	\$ -
Total - Storm Drainage			\$ -
Site Waterline			
1.0 8" PVC Water Main	\$ 64.00 LF	718.76 LF	\$ 46,000.64
2.0 8" DIP Water Main	\$ 80.00 LF	60 LF	\$ 4,800.00
3.0 6" PVC Water Main	\$ 43.00 LF	0 LF	\$ -
4.0 6" DIP Water Main	\$ 56.00 LF	0 LF	\$ -
5.0 2" PE Water Main	\$ 24.00 LF	0 LF	\$ -
6.0 3/4" Water Services	\$ 1,700.00 EA	10 EA	\$ 17,000.00
7.0 Fire Hydrant Assembly	\$ 8,800.00 EA	1 EA	\$ 8,800.00
8.0 Hydrant Adjust	\$ 850.00 EA	0 EA	\$ -
9.0 8" Gate Valve	\$ 4,500.00 EA	2 EA	\$ 9,000.00
10.0 6" Gate Valve	\$ 3,500.00 EA	0 EA	\$ -
11.0 2" Gate Valve	\$ 2,400.00 EA	0 EA	\$ -
12.0 Tie to Existing Water with TSV	\$ 13,000.00 EA	0 EA	\$ -
13.0 Tie in with Sleeve	\$ 3,200.00 EA	0 EA	\$ -

14.0	Water Bore	\$	750.00	LF	0 LF	\$	-
15.0	8" MJ Tee	\$	1,200.00	EA	0 EA	\$	-
16.0	8" x 2" MJ Plug (w/Brass Nipple)	\$	850.00	EA	0 EA	\$	-
17.0	Thrust Blocking	\$	450.00	EA	0 EA	\$	-
18.0	Valve Ext.	\$	450.00	EA	0 EA	\$	-
19.0	2" RJ Blow-Off	\$	3,600.00	EA	0 EA	\$	-
20.0	1 1/2" PVC Sleeve	\$	8.00	LF	0 LF	\$	-
21.0	Tracer Wire	\$	1.20	LF	0 LF	\$	-
22.0	Temporary Jumper/RP Backflow	\$	4,500.00	EA	0 EA	\$	-
23.0	Phasing Blow-Off	\$	2,400.00	EA	0 EA	\$	-
24.0	Stake & Orange Safety fence Protection	\$	20.00	EA	0 EA	\$	-

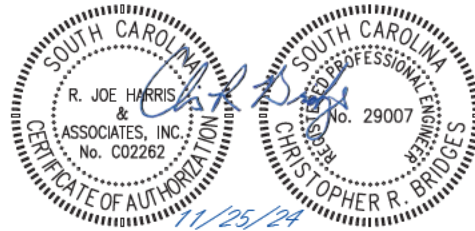
Total - Site Waterline \$ 85,600.64

Total of Estimated Incomplete Improvement Costs \$ 483,903.48
Chester County Multiplier (150%) 1.5

TOTAL OF REQUIRED PERFORMANCE BOND/SURETY \$ 725,855.21

This bond estimate has been produced based upon anticipation of the certain required infrastructure that has or will be completed at time of final plat approval and recording and to the best of my knowledge, information and belief. Unit pricing taken from experience and historical knowledge and actual pricing will differ depending on market conditions at time of pricing/bid/proposal.

R. JOE HARRIS & ASSOCIATES, INC.



Chris R. Bridges, P.E.
Senior Project Manager



Chester County, South Carolina
Department of Planning, Building & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 12-17-24 Case # CCMA24-16 Invoice # 8877

The applicant hereby requests that the property described to be rezoned from GC to RS1

Please give your reason for this rezoning request:

Family property that I'm zoning so I can Remodel & sell.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: 590 Beltline Rd, Chester, SC 29706
Tax Map Number: 079-05-10-005-000 Acres: 2. +/-

Any structures on the property: yes X no _____. If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): ANTHONY CALDWELL
Address: _____
Telephone: _____ cell _____ work _____
E-Mail Address: _____

Owner(s) if other than applicant(s): _____
Address: _____
Telephone: _____ cell _____ work _____
E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

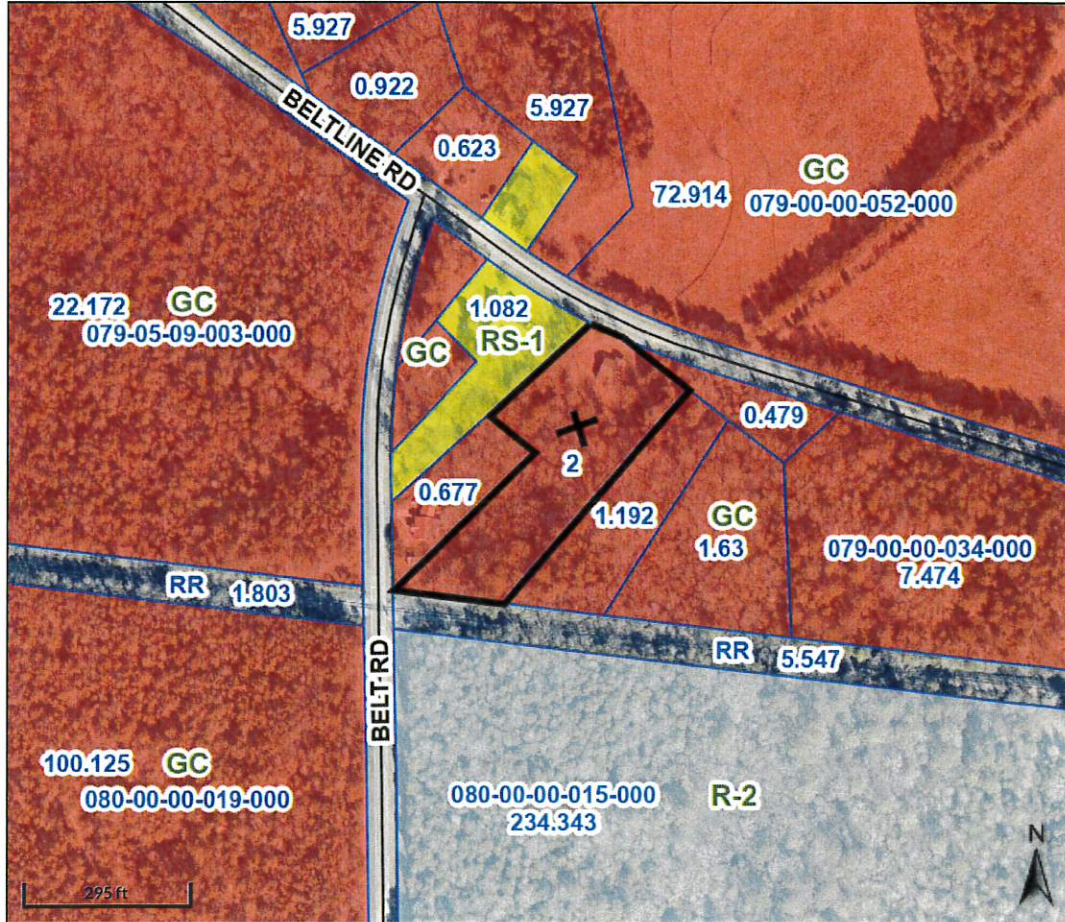
Owner's signature: Anthony Caldwell Date: 11-7-2024

Applicant signature: Anthony Caldwell Date: 11-7-2024

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Chester County, SC



Overview



Parcel ID	079-05-10-005-000	Alternate ID	n/a	Owner Address	CALDWELL ANTWON D
Sec/Twp/Rng	n/a	Class	RN		786 OLD YORK RD
Property Address	590 BELTLINE RD	Acreage	n/a		CHESTER SC 29706
District	02				
Brief Tax Description	LOT 4 & 5				

(Note: Not to be used on legal documents)

Date created: 11/21/2024
Last Data Uploaded: 11/21/2024 2:13:30 AM

Developed by  SCHNEIDER
GEOSPATIAL

Current Year (2024) Changes



Search Options

Map Number	079-05-10-005-000	Real	00518893	History Year	
Name 1	CALDWELL ANTWON D			Other Map Number	
				Find	

Alerts

Next Year Record Exists

Owner Information

Post Initials	HD	Reason for Change		Activity Date	07/29/2024	
Name 2					Land Value	11,500
Address 1	786 OLD YORK RD				Building Value	8,400
Address 2	CHESTER SC				Total Market Value	19,900
Zip Code	29706				Total Tax Value	19,900

Codes

District	02	Fire Code	CS	CITY SUB				
Town		Neighborhood	GC	GENERAL COMMERCIAL				
Subdivision		Use Class						
Description	LOT 4 & 5							
Legal								
Location	Street Number	590	Street Name	BELTLINE RD	Suffix		Direction	

Additional Information

Appraisal Appeal		Owner Occupied		TIF	☐	Base	
Agricultural Use		Reappraisal Notice		MCIP	☐	Industrial Park ID	
Rollback				Exempt	☐		

Scroll by: MAP#

Next Year (2025) Changes



Search Options

Map Number

079-05-10-005-000

Real

00518893

History Year

Name 1

CALDWELL ANTWON D

Other Map Number



Find

Alerts

Current Year Record Exists

Owner Information

Post Initials

KB

Reason for Change

Activity Date

11/14/2024

Name 2

Land Value

14,500

Address 1

786 OLD YORK RD

Building Value

8,400

Address 2

CHESTER SC

Total Market Value

22,900

Zip Code

29706

Total Tax Value

22,900

Codes

District

02

Fire Code

CS

CITY SUB

Town

Neighborhood

GC

GENERAL COMMERCIAL

Subdivision

Use Class

Description

LOT 4 & 5

Legal

Location

Street Number

590

Street Name

BELTLINE RD

Suffix

Direction

Additional Information

Appraisal Appeal

Owner Occupied

TIF

☐

Base

Agricultural Use

Reappraisal Notice

MCIP

☐

Industrial Park ID

Rollback

Exempt

☐

Scroll by: MAP#

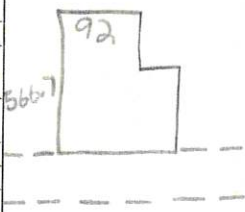
RESIDENTIAL APPRAISAL CARD

SOUTH CAROLINA

CARD _____ OF _____ CARDS

COUNTY _____

TAX MAP	DISTRICT	DATE OF APPRAISAL				APPRAISER			
079-05-10-005 079-05-10-005-000 CALDWELL ANTWON D 786 OLD YORK RD CHESTER SC 29706	2 TRANSFERRED FROM Bernice P. Blair (int) Janie S. Peterson - Dist. 4/15/93 Hattie Gray - ETAL ^{TAX} sale	Deed Book 532 637 1370	Deed Page 650 163 262	Acres or Lots 2 lots 2 lots 1 lot	Plat Book E E E	Plat Page 40 40 40	Date of Sale 10/25/85 4/14/93 1-24-22	SALES PRICE \$1 LTA 91ES1200119 #1,127	

PROPERTY LOCATION		GENERAL DATA		COST DATA		MOBILE HOME		INCOME APPROACH	
St., Rt. & No.	Bel Air Pk.	Yr. Built		Land		Make		Monthly Rental	
City		Economic Life		Imp.		Model		G. M. M.	
Use		Condition		L. H.		Yr. Built		Indicated Value	
Subdivision		Quality		Total		Condition			
Legal Description		Annual Rent		Stamps		Size			
		Bldg. Permit		Old Map Ref.					
		Mort.		File No.					
STANDARD CLASSIFICATION		PROPERTY DATA		LAND CLASSIFICATION					
NEIGHBORHOOD	TRANSPORTATION	LAND IMP.	UTILITIES	TOPOGRAPHY	LAND CLASS	NO. OF ACRES	VALUE PER ACRE	VALUE PER CLASS	
Progressive	Paved Road	Buildings	Electricity	Level	Open Land				
Static	Earth Road	Pavement	Water	High					
Regressive	Railroad	Fence	Gas	Low					
Old	Water	Landscaping	Sewer	Rolling					
New	Airport	Well	All Utilities	Swampy					
LAND				LOT SIZE	FRONT	DEPTH	REAR	OTHER	
Number of Acres		2017 Review		Remarks & Description Lot 4+5 Met. as Janie Peterson 1 of 2 lots 					
Per Acre Value		Number of Lots							
Value for Acres		Per Lot Value							
Returned Area		Per Front Ft. Value							
Legal Area		Value for Lots							
Planimetered Area		Value for Fr. Ft.							
Total Land Value									
ESTIMATED MARKET VALUE									
	Land Acres or Lots	Improvement	Total						
Number	1 lot	1							
Cost Approach	11,500	19,000	30,500						
Market Approach									
Income Approach	11,500	6,700	18,200						
Correlated Value									
Assessed %	93	-8500	17300						
Reviewed by	Date								
						Zoning GC			



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

Antwon Caldwell

786 Old York Road
Chester, SC 29706

Receipt No. 8877

Date 11/07/2024
Cashier ichappell

Payment Items

Map Amendment Rezoning Parcel

\$150.00

\$150.00

Form of Payment

Credit Card \$150.00
\$150.00

Thank you for your payment.

✓ Land of Estate of John Frazer

5:20 P.M. 40



PLAT OF
PROPERTY BELONGING
TO
ESTATE OF JOHN FRAZER
CHESTER COUNTY, S.C.

FEB. 8, 1946.
SCALE 1"=100.
L.H. MELTON.

Recorded Friday, February 15, 1946



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

January 22, 2025

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for maintenance materials purchased for use on County roads from February 8, 2024 to December 30, 2024.

Heidelberg Materials (Gravel and Rip Rap) - \$68,200.42

4S Signs Supply Inc, Coldprovia and The Macomb Group Inc - \$30,434.00

The total amount for this period is \$98,634.42

Regards,

A handwritten signature in blue ink that reads "Randy Hall". The signature is written in a cursive, flowing style.

Randy Hall
Roads Department Supervisor