



AGENDA
KERSHAW COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 12, 2023 ~ 6:00 P.M.
COUNTY COUNCIL CHAMBERS
KERSHAW COUNTY GOVERNMENT CENTER
515 Walnut Street
Camden, SC 29020



1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Craig Thompson, Malvern Hill Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **RECOGNITION OF KERSHAW COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT ACCREDITATION**
(PLACED ON THE AGENDA BY COUNCILMAN DEREK SHOEMAKE)
5. **ADOPTION OF AGENDA**
6. **PUBLIC COMMENTS (5 minutes per Speaker)**
7. **PUBLIC HEARINGS**
 - A. **FILOT ORDINANCE FOR PROJECT TREE**
 - B. **FILOT ORDINANCE FOR PROJECT WHITE OAK**
 - C. **BETHUNE PROPERTY CONVEYANCE ORDINANCE**
8. **PUBLIC PRESENTATIONS**
 - A. **HISTORY OF WOODWARD AIRFIELD – ROMAN LEPEKHA**
(PLACED ON THE AGENDA BY CHAIRWOMAN KATIE GUINN)
 - B. **FY22/23 AUDIT PRESENTATION – MARC WOOD, SHEHEEN, HANCOCK, AND GODWIN**
9. **ORDINANCES**
 - A. **Third Reading: FILOT Ordinance for Project Tree (FILOT Agreement)**
Authorizing pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Fee-In-Lieu of Ad Valorem Taxes Agreement, by and between Kershaw County, South Carolina and Project Tree, as sponsor, and one or more sponsor affiliates, to provide for a Fee-In-Lieu of Ad Valorem Taxes Incentive and certain special source revenue credits for the benefit of a project in the County; and other related matters.
First Reading: November 14, 2023
Second Reading: November 28, 2023
 - B. **Third Reading: FILOT Ordinance for Project White Oak (FILOT Agreement)**
Authorizing pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Fee-In-Lieu of Ad Valorem Taxes Agreement, by and between Kershaw County, South Carolina and Project White Oak, as sponsor, and one or more sponsor affiliates, to provide for a Fee-In-Lieu of Ad Valorem Taxes Incentive and certain special source revenue credits for the benefit of a project in the County; and other related matters.
First Reading: November 14, 2023
Second Reading: November 28, 2023

C. Second Reading: FILOT Ordinance for Project Sandy (FILOT Agreement)

Authorizing pursuant to title 12, chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Fee-In-Lieu of Ad Valorem Taxes Agreement, by and between Kershaw County, South Carolina and a company identified for the time being as Project Sandy, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive and certain special source revenue credits for the benefit of a project in the county; and other related matters.

First Reading: November 28, 2023

D. Third Reading: Bethune Property Conveyance Ordinance

An Ordinance authorizing Kershaw County to convey county owned real property located at 2843 Mecklenburg Road, 325 Brown Street, and 2863 Mecklenburg Road, to the Town of Bethune for public purposes, the property to be conveyed consists a total of 17.18 acres, more or less, and is further identified on the Kershaw County Tax Maps as Parcel Numbers B141-00-00-047 (11.18 acres, more or less); B141-00-00-048 (4.10 acres, more or less); and a portion of B141-00-00-049 (a 1.90 acre portion, more or less).

(placed on the agenda by Councilman Danny Catoe)

First Reading: November 14, 2023

Second Reading: November 28, 2023

10. NEW BUSINESS

A. Establishing and Altering Rules for Public Comments (Proposal Attached Council Rules and Order of Business Section 2.5(d))

(Placed on the Agenda by Vice Chairman Jimmy Jones)

11. APPOINTMENTS

A. Assessment Appeals Board (3 Vacancies)

B. Clean Community Appointment (1 Vacancy) – City of Camden Appointment

C. Kershaw County Library Board (1 Vacancy)

12. COUNCIL BRIEFINGS

CLEAN COMMUNITY COMMISSION – RECOGNITION OF WANDA SWANN

(PLACED ON THE AGENDA BY CHAIRWOMAN KATIE GUINN)

13. ADMINISTRATOR’S BRIEFING

14. LEGAL BRIEFING

15. EXECUTIVE SESSION

PERSONNEL MATTERS, SC CODE 30-4-70(1)

16. ADJOURNMENT

An executive session may be called and held at any time by Council for and permitted by South Carolina Freedom of Information Act and action may possibly be taken on issues subject to the executive session after Council reconvenes.

This institution is an equal opportunity provider and employer. The public may access the internet as a guest through the County’s Wi-Fi and locate the agenda on the County website.: www.kershaw.sc.gov

**PROJECT TREE
FILOT ORDINANCE
AND FILOT
AGREEMENT**

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. _____
COUNTY OF KERSHAW)

AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN KERSHAW COUNTY, SOUTH CAROLINA AND OAK CAMP SOLAR, LLC, AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS FOR THE BENEFIT OF A PROJECT IN THE COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Kershaw County (the "County"), acting by and through its County Council, is authorized and empowered (i) under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; and (ii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Title 4, Chapter 1, of the Code of Laws of South Carolina, 1976, as amended, more specifically including but not limited to Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code ("MCIP Act"), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) further to grant credits against FILOT payments made by qualifying companies to offset qualifying infrastructure related expenditures ("Special Source Revenue Credits") pursuant to Section 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976 as amended; and

WHEREAS, under the authority provided in the MCIP Act, the County has created a multi-county industrial or business park with Lee County, South Carolina (the "Park") through that certain "Agreement for Development of Joint County Industrial and Business Park" dated November 9, 2021 (the "Park Agreement"); and

WHEREAS, Oak Camp Solar, LLC, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") along with the owner or owners of the property upon which the Project may be located, and any additional Sponsor Affiliates (as defined under the Act and the Fee Agreement) that the Sponsor may designate in the future and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County as set forth herein and to be further set forth in future agreements to the extent allowed by law, plans to establish a

utility scale solar facility in the County through the acquisition, lease, construction and purchase of certain real and personal property, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$80,000,000 in new investment in real and personal property in the County (“Investment”); and

WHEREAS, by its Resolution adopted on August 22, 2023, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or portions thereof, initially bearing Tax Map Numbers 070-00-00-022; 070-00-00-005; 088-00-00-002; 088-00-00-003 with improvements thereon, a description of which is set forth on the attached **Exhibit A** (“Project Property”); and

WHEREAS, the County desires, as part of the County’s normal Park expansion procedures, to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial or business park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

WHEREAS, in connection with the Project, the Company has requested the County enter into a fee in lieu of tax agreement to establish the commitments of (i) the Company and any Sponsor Affiliate(s) to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached hereto as **Exhibit B** (“Fee Agreement”), with the principal terms as follows: a term of years for each Phase (as defined in the Fee Agreement) of the Project Property, anticipated to be 30 years for each Phase, a 6.0% assessment ratio (subject to adjustment as described in the Fee Agreement), and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2022, which is further outlined in the Fee Agreement, for the entire term of the FILOT arrangement; (ii) to provide an annual credit over the term of the Fee Agreement against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, or to increase the FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, in an amount equal to the difference between the Net FILOT Payment (as defined in the Fee Agreement) and the amount of FILOT Payment that would otherwise be due under the Fee Agreement (each a “Special Source Revenue Credit”); and (iii) any other incentives set forth in the Fee Agreement (collectively, the “Incentives”); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

NOW, THEREFORE, BE IT ORDAINED BY THE KERSHAW COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Project is anticipated to benefit the general public welfare of the County

by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs; and (v) the Project will provide a substantial public benefit to the County.

Section 2. *Authorization to Execute and Deliver Fee Agreement.* The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. *Inclusion and Maintenance of Project in Park.* The expansion of the Park boundaries is hereby authorized as part of the County's normal expansion procedures to include the Project Property, as described on the attached **Exhibit A**. The County Council shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial or business park) for no less than the term of the Fee Agreement.

Section 4. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

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

Section 7. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding

or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

KERSHAW COUNTY, SOUTH CAROLINA

Katie Guinn, Chair
Kershaw County Council

(SEAL)

ATTEST:

Hannah M. Parler, Clerk to Council

First Reading:	November 14, 2023
Second Reading:	November 28, 2023
Third Reading:	December 12, 2023
Public Hearing:	December 12, 2023

EXHIBIT A

PROJECT PROPERTY DESCRIPTION

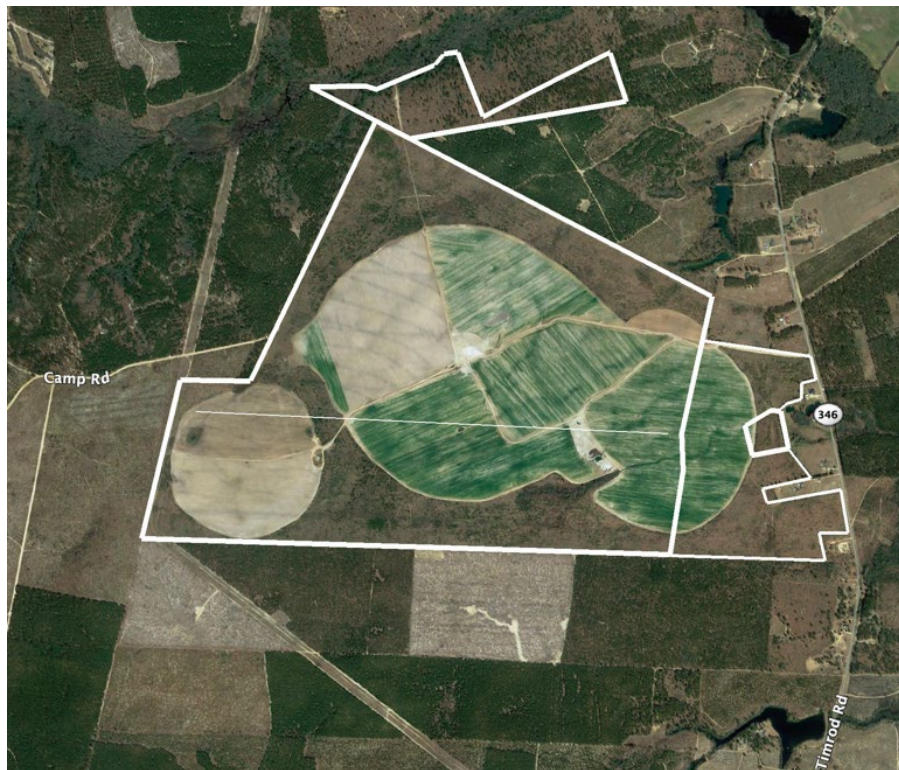
LOCATION: Kershaw County, South Carolina

TOTAL ACREAGE: 837.49, more or less

TAX PARCEL ID NUMBER (PIN):

APN and Legal Description	Acreage	Notes
070-00-00-022	685.00	
070-00-00-005	44.20	
088-00-00-002	102.57	
088-00-00-003	5.72	
Total	837.49	

PROPERTY MAP



Legal Description

PARCEL 1: All of that property identified by Kershaw Tax Parcel Number 070-00-00-022, being a 685 acre tract of land located at 3011 Camp Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the Buffalo Township, County of Kershaw, State of South Carolina, and containing six hundred eighty-five (685) acres, more or less, and being bounded on the North by property now or formerly owned by Wade Gainey and Mack Horton; South by property owned or formerly owned by Small McCaskill; and on the West by property now or formerly owned by Joe Henry.

Parcel IDs: 070-00-00-022; 088-00-00-002

PARCEL 2 : All of that property identified by Kershaw Tax Parcel Number 088-00-00-002, being a 102.57 acre tract of land located at 3711 Timrod Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the County of Kershaw, State of South Carolina, containing one hundred two and fifty-seven one-hundredths (102.57) acres, more or less, and being bounded as follows: North by property of Gainey; East by S.C. Highway 346; South by lands now or formerly of Horton; and West by the old Bishopville Road separating same from Parcel 1 hereinabove. LESS AND EXCEPT all that certain piece, parcel or tract of land approximately four (4) miles North of the Town of Bethune, in the County of Kershaw, State of South Carolina containing four and 72/100 (4.72) acres more or less, and being more particularly described on a plat of survey prepared for W. H. Howey, Jr. and Jimmy Parker by Daniel 8. Wilson, R.L.S., dated March 12, 1980, and recorded in Plat Book 36 at Page 2917, in the office of the Clerk of Court for Kershaw County, South Carolina; said tract having boundaries and measurements as follows: On the North by property of James Gainey and measuring thereon five hundred eighty-three and 81/100 (583.81) feet; on the East by S.C. Highway 346 and fronting thereon four hundred thirty-six and 47/100 (436.47) feet; on the South by property of Annabelle Gainey and measuring thereon three hundred fifty-three and 94/100 (353.94) feet; and on the Southwest by property of Howey and Parker and measuring thereon four hundred ninety-nine and 06/100 (499.06) feet. ALSO LESS AND EXCEPT all that certain piece, parcel or tract of land approximately four (4) miles North of the Town of Bethune, in the County of **Kershaw**, State of South Carolina containing One (1 .0) acre more or less, and being more particularly described on a plat of survey prepared for W. H. Howey, Jr. and Jimmy Parker by Daniel 8. Wilson, R.L.S., dated March 12, 1980, and recorded in Plat Book 36 at Page 2916, in the office of the Clerk of Court for Kershaw County, South Carolina; said tract having boundaries and measurements as follows: On the North by property now or formerly of Parker and Howey and measuring thereon one hundred seventy-five (175) feet; on the East by S.C. Highway 346 and fronting thereon two hundred ten (210) feet; on the South by property now or formerly of James Gainey and measuring thereon two hundred forty and 61/100 (240.61) feet; and on the West by property now or formerly of Howey and Parker and measuring thereon two hundred sixteen and 21/100 (216.21) feet;

Parcels 1 and 2 above being the same property conveyed to W.H. Howey, Jr. and Jimmy Parker by deed of W. Kemp Steen and Linda M. Steen dated November 22, 1976, and recorded on November 23, 1976, in Deed Book IG at Page 1937, in the Office of the Clerk of County for Kershaw County, South Carolina, and being all of Parcel 1 on said deed and a portion of Parcel 2 on said deed.

Parcel ID: 088-00-00-002

PARCEL 3: All of that property identified by Kershaw Tax Parcel Number 070-00-00-005, being a 44.20 acre tract of land located at 3014A Blair Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the Buffalo Township, County of Kershaw, State of South Carolina, lying West of S.C. Road 346, containing forty-four and two tenths (44.20) acres, more or less, and being bounded generally as follows: North by property of Squires, in part, separated therefrom by the run of Red Oak Camp Creek, and property of Hilton, in part; East by Tracts 1,2, 3 and 4 of Palmetto Investment Co.; South by property now or formerly of Gainey and by property now or formerly of Freeman; and West by property now or formerly of Howey and Parker in part, and by property now or formerly of Westvaco, in part. The above described property is more particularly delineated and shown on a plat of the Bailey Faile Estate prepared by Daniel B. Wilson, R.L.S., dated February 26, 1980 and recorded in the office of the Clerk of Court for Kershaw County, South Carolina in Plat Book 36 at Page 1464; Parcel 3 above being the same property conveyed to W.H. Howey, Jr. and Jimmy Parker by deed of Rolly W. Jacobs, Master for Kershaw County, South Carolina, dated May 23, 1980 and recorded May 29, 1980, in Deed Book 10 at Page 19, in the office of the Clerk of Court for Kershaw County, South Carolina.

Parcel ID: 088-00-00-003

All that piece, parcel or tract of land approximately four (4) miles North of Bethune, in the County of Kershaw, State of South Carolina, containing five and 72/100 (5. 72) acres and being more particularly shown on a plat of survey prepared for William Wade Gainey by H,R Oliver, R.L.S., dated November 27, 1973, and recorded in the office of the Clerk of Court for Kershaw County, South Carolina in Plat Book 35 at Page 1584; said tract being bounded now or formerly as follows: On the East by property now or formerly of James L. Gainey and measuring thereon five hundred thirty and five-tenths (530.5) feet; on the South by property now or formerly of W. Wade Gainey and measuring thereon five hundred thirty-four and seven-tenths (534. 7) feet; on the West by property now or formerly of W. Wade. Gainey and. measuring thereon three hundred eighty-five and five-tenths (385.5) feet; and on the North by property now or formerly of W. Wade Gainey and measuring thereon in the aggregate five hundred forty-seven and five-tenths (547.5) feet.

The above being part of the same property conveyed to. Robert H. Morrison by deed of George P. Houston, Jr., Melvin T. Graham and Nancy C. Daves dated January 11, 1996, and recorded on January 12, 1996, in Deed Book 396 at Page 166, in the office of the Clerk of County for Kershaw County, South Carolina.

EXHIBIT B

FEE AGREEMENT

[Attached]

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

OAK CAMP SOLAR, LLC

AND

KERSHAW COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY 1, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1. <i>Terms</i>	1
ARTICLE II REPRESENTATIONS AND WARRANTIES	5
Section 2.1. <i>Representations and Warranties of the County</i>	5
Section 2.2. <i>Representations and Warranties of the Sponsor</i>	5
ARTICLE III THE PROJECT	6
Section 3.1. <i>The Project</i>	6
Section 3.2. <i>Leased Property</i>	6
Section 3.3. <i>Filings and Reports</i>	6
ARTICLE IV FILOT PAYMENTS.....	7
Section 4.1. <i>FILOT Payments</i>	7
Section 4.2. <i>FILOT Payments on Replacement Property</i>	7
Section 4.3. <i>Removal of Components of the Project</i>	7
Section 4.4. <i>Damage or Destruction of Economic Development Property</i>	8
Section 4.5. <i>Condemnation</i>	8
Section 4.6. <i>Calculating FILOT Payments on Diminution in Value</i>	8
Section 4.7. <i>Payment of Ad Valorem Taxes</i>	8
Section 4.8. <i>Place of FILOT Payments</i>	9
ARTICLE V ADDITIONAL INCENTIVES.....	9
Section 5.1. <i>Special Source Revenue Credits</i>	9
ARTICLE VI CLAW BACK.....	9
Section 6.1. <i>Claw Back</i>	9
ARTICLE VII DEFAULT	9
Section 7.1. <i>Events of Default</i>	9
Section 7.2. <i>Remedies on Default</i>	10
Section 7.3. <i>Reimbursement of Legal Fees and Other Expenses</i>	11
Section 7.4. <i>Remedies Not Exclusive</i>	11
ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS.....	11
Section 8.1. <i>Right to Inspect</i>	11
Section 8.2. <i>Confidentiality</i>	11
Section 8.3. <i>No Liability of County Personnel</i>	11
Section 8.4. <i>Assignment</i>	11
Section 8.5. <i>No Double Payment; Future Changes in Legislation</i>	12
Section 8.6. <i>Administration Expenses</i>	12
Section 8.7. <i>Multicounty Park</i>	12

Section 8.8.	<i>Lilmitation of Liability</i>	12
Section 8.7.	<i>Indemnification</i>	12
ARTICLE IX	SPONSOR AFFILIATES	133
Section 9.1.	<i>Sponsor Affiliates</i>	133
Section 9.2.	<i>Primary Responsibility</i>	133
ARTICLE X	MISCELLANEOUS	133
Section 10.1.	<i>Notices</i>	143
Section 10.2.	<i>Provisions of Agreement for Sole Benefit of County and Sponsor</i>	144
Section 10.3.	<i>Counterparts</i>	144
Section 10.4.	<i>Governing Law</i>	144
Section 10.5.	<i>Headings</i>	144
Section 10.6.	<i>Amendments</i>	154
Section 10.7.	<i>Agreement to Sign Other Documents</i>	154
Section 10.8.	<i>Interpretation; Invalidity; Change in Laws</i>	15
Section 10.9.	<i>Force Majeure</i>	155
Section 10.10.	<i>Termination; Termination by Sponsor</i>	155
Section 10.11.	<i>Entire Agreement</i>	165
Section 10.12.	<i>Waiver</i>	16
Section 10.13.	<i>Business Day</i>	16
Section 10.14.	<i>Agreement's Construction</i>	16

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Description of Special Source Revenue Credit

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Tree	1.1
Project Location	County of Kershaw, South Carolina	Exhibit A
Tax Map No.	070-00-00-005; 070-00-00-022; 088-00-00-002; 088-00-00-003	Exhibit A
FILOT		
• Phase Exemption Period	30 years	1.1
• Investment Commitment	\$2,500,000	1.1
• Jobs Commitment	N/A	
• Investment Period	5 years	1.1
• Assessment Ratio:	6%, subject to adjustment	4.1
• Millage Rate	327.7 mills	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Multicounty Park	Kershaw County / Lee County Multicounty Park	1.1
Special Source Revenue Credit		
• Brief Description	Amount necessary to fix annual fee in-lieu-of-tax payment at \$3,000 per MWac based on an assumed Final Output of 80 MWac for the life of the agreement (i.e. a fixed payment of \$240,000 per year); provided if the actual Final Output exceeds 96 MWac in any year, the annual fee in-lieu-of-tax payment shall be increased by the percentage that the actual Final Output exceeds 80 MWac of Final Output in such year.	Exhibit C
• Credit Term	Term of the Fee Agreement	Exhibit C
• Claw Back information:	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Other information		

--	--	--

**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of January 1, 2024, between Kershaw County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Kershaw County Council (“*County Council*”) as the governing body of the County, and Oak Camp Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor has committed to establishing a commercial enterprise (“*Facility*”) in the County, consisting of investment in real and personal property of approximately \$80,000,000;

(d) By an ordinance enacted on December 12, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty

Park and not subject to this Fee Agreement, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act, as the context may require.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney’s fees; provided, however, that Administrative Expenses shall not exceed \$10,000.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2026.

“**Contract Minimum Investment Requirement**” means an investment of \$2,500,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

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

“**County Council**” means the Kershaw County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“**Equipment**” means machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Special Source Revenue Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Output” has the meaning as described on Exhibit C.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

“Fixed FILOT Payment” has the meaning as described on Exhibit C.

“Improvements” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date; provided however, that the Investment Period may be extended for an additional five (5) years upon mutual agreement of the parties. For purposes of this Fee Agreement, the Investment Period, unless the Commencement Date is later than December 31, 2026, is expected to end on December 31, 2031, unless the parties mutually agree to extend the Investment Period an additional five (5) years.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for Development of Joint County Industrial Business Park, dated as of November 9, 2021, between the County and Lee County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Special Source Revenue Credit, as more particularly described in Exhibit C.

“Phase” means the Economic Development Property placed in service during a particular year of

the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Special Source Revenue Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Revenue Credits are to be used for the payment of the costs of the Infrastructure.

“Sponsor” means Oak Camp Solar, LLC, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an inducement resolution, as defined in the Act, on August 22, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The County will not take the position that the execution of this Agreement and the placement of the Project in the Multicounty Park, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement and the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement and Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2026. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced or modified as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) The Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

(c) In accordance with Exhibit C, the Sponsor shall report the Final Output to the County Administrator and County Auditor in writing contemporaneously with its report to the South Carolina Public Service Commission.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022, which the parties believe to be 327.7 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Special Source Revenue Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the

Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Special Source Revenue Credits. To assist in paying for costs of Infrastructure, and for so long as the Project is operated as a solar energy facility, the Sponsor is entitled to claim, and the County hereby grants a Special Source Revenue Credit as described in Exhibit C hereof to adjust any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Revenue Credit is described in Exhibit C. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Revenue Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C and reflecting the Special Source Revenue Credit.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-54-25 of the Code. In the event that the Company's investment in the Project attains the Contract Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Contract Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Special Source Revenue Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Special Source Revenue Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. *Legal Fees and Other Expenses.* Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. *Remedies Not Exclusive.* Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County 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 Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor 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 may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in no event exceed \$10,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. Multicounty Park. By December 31, 2024, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Special Source Revenue Credit is to be provided to the Sponsor under this Fee Agreement.

Section 8.8. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.9. Indemnification.

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement, except for claims by the Sponsor.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability as required under this Section or this Fee Agreement (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) if, upon receiving notice from the County of the County's intent to respond to or defend against a liability or claim as described in paragraph (a), Sponsor requests the County not to respond to or defend against such liability or claim and Sponsor terminates this Fee Agreement pursuant to Section 10.10(b) herein with respect to all of the Project, but only to the extent such asserted liability or claim will be completely extinguished by the Sponsor's termination of this Fee Agreement.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with written notice of the existence or threat of any claim or liability within 30 days of such claim or liability arising, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property, currently Red Oak Camp Farm, LLC, and its heirs, successors and assigns. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property. Upon the joining of a Sponsor Affiliate to this Fee Agreement, the obligations of the Sponsor and Sponsor Affiliate as to making FILOT Payments will be allocated based on the Sponsor's and Sponsor Affiliate's proportionate share of ownership of Economic Development Property.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Oak Camp Solar, LLC
Attn: Soon Kwon
13501 Katy Fwy, Suite 3200
Houston, Texas 77079

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Kershaw County, South Carolina
Attn: County Administrator
515 Walnut Street
Camden, SC 29020

WITH A COPY TO (does not constitute notice):

Smith Robinson Holler DuBose and Morgan, LLC
Attn: John K. DuBose, III
2530 Devine Street
Columbia, SC 29205

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Special Source Revenue Credit to the Sponsor (in addition to the Special Source Revenue Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem*

taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

KERSHAW COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Katie Guinn, County Council Chair
Kershaw County, South Carolina

ATTEST:

By: _____
Hannah M. Parler, Clerk to County Council
Kershaw County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

OAK CAMP SOLAR, LLC

By: _____
Name:
Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

**EXHIBIT A
PROPERTY DESCRIPTION**

LOCATION: Kershaw County, South Carolina

TOTAL ACREAGE: 837.49, more or less

TAX PARCEL ID NUMBER (PIN):

PIN	Acreage	Notes
070-00-00-022	685.00	
070-00-00-005	44.20	
088-00-00-002	102.57	
088-00-00-003	5.72	
Total	837.49	

PROPERTY MAP



Legal Description

PARCEL 1: All of that property identified by Kershaw Tax Parcel Number 070-00-00-022, being a 685 acre tract of land located at 3011 Camp Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the Buffalo Township, County of Kershaw, State of South Carolina, and containing six hundred eighty-five (685) acres, more or less, and being bounded on the North by property now or formerly owned by Wade Gainey and Mack Horton; South by property owned or formerly owned by Small McCaskill; and on the West by property now or formerly owned by Joe Henry.

Parcel IDs: 070-00-00-022; 088-00-00-002

PARCEL 2 : All of that property identified by Kershaw Tax Parcel Number 088-00-00-002, being a 102.57 acre tract of land located at 3711 Timrod Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the County of Kershaw, State of South Carolina, containing one hundred two and fifty-seven one-hundredths (102.57) acres, more or less, and being bounded as follows: North by property of Gainey; East by S.C. Highway 346; South by lands now or formerly of Horton; and West by the old Bishopville Road separating same from Parcel 1 hereinabove. LESS AND EXCEPT all that certain piece, parcel or tract of land approximately four (4) miles North of the Town of Bethune, in the County of Kershaw, State of South Carolina containing four and 72/100 (4.72) acres more or less, and being more particularly described on a plat of survey prepared for W. H. Howey, Jr. and Jimmy Parker by Daniel 8. Wilson, R.L.S., dated March 12, 1980, and recorded in Plat Book 36 at Page 2917, in the office of the Clerk of Court for Kershaw County, South Carolina; said tract having boundaries and measurements as follows: On the North by property of James Gainey and measuring thereon five hundred eighty-three and 81/100 (583.81) feet; on the East by S.C. Highway 346 and fronting thereon four hundred thirty-six and 47/100 (436.47) feet; on the South by property of Annabelle Gainey and measuring thereon three hundred fifty-three and 94/100 (353.94) feet; and on the Southwest by property of Howey and Parker and measuring thereon four hundred ninety-nine and 06/100 (499.06) feet. ALSO LESS AND EXCEPT all that certain piece, parcel or tract of land approximately four (4) miles North of the Town of Bethune, in the County of **Kershaw**, State of South Carolina containing One (1 .0) acre more or less, and being more particularly described on a plat of survey prepared for W. H. Howey, Jr. and Jimmy Parker by Daniel 8. Wilson, R.L.S., dated March 12, 1980, and recorded in Plat Book 36 at Page 2916, in the office of the Clerk of Court for Kershaw County, South Carolina; said tract having boundaries and measurements as follows: On the North by property now or formerly of Parker and Howey and measuring thereon one hundred seventy-five (175) feet; on the East by S.C. Highway 346 and fronting thereon two hundred ten (210) feet; on the South by property now or formerly of James Gainey and measuring thereon two hundred forty and 61/100 (240.61) feet; and on the West by property now or formerly of Howey and Parker and measuring thereon two hundred sixteen and 21/100 (216.21) feet;

Parcels 1 and 2 above being the same property conveyed to W.H. Howey, Jr. and Jimmy Parker by deed of W. Kemp Steen and Linda M. Steen dated November 22, 1976, and recorded on November 23, 1976, in Deed Book IG at Page 1937, in the Office of the Clerk of County for Kershaw County, South Carolina, and being all of Parcel 1 on said deed and a portion of Parcel 2 on said deed.

Parcel ID: 088-00-00-002

PARCEL 3: All of that property identified by Kershaw Tax Parcel Number 070-00-00-005, being a 44.20 acre tract of land located at 3014A Blair Road and being a part of Red Oak Camp, and more particularly described as follows:

All that piece, parcel or tract of land lying, being and situate in the Buffalo Township, County of Kershaw, State of South Carolina, lying West of S.C. Road 346, containing forty-four and two tenths (44.20) acres, more or less, and being bounded generally as follows: North by property of Squires, in part, separated therefrom by the run of Red Oak Camp Creek, and property of Hilton, in part; East by Tracts 1,2, 3 and 4 of Palmetto Investment Co.; South by property now or formerly of Gainey and by property now or formerly of Freeman; and West by property now or formerly of Howey and Parker in part, and by property now or formerly of Westvaco, in part. The above described property is more particularly delineated and shown on a plat of the Bailey Faile Estate prepared by Daniel B. Wilson, R.L.S., dated February 26, 1980 and recorded in the office of the Clerk of Court for Kershaw County, South Carolina in Plat Book 36 at Page 1464; Parcel 3 above being the same property conveyed to W.H. Howey, Jr. and Jimmy Parker by deed of Rolly W. Jacobs, Master for Kershaw County, South Carolina, dated May 23, 1980 and recorded May 29, 1980, in Deed Book 10 at Page 19, in the office of the Clerk of Court for Kershaw County, South Carolina.

Parcel ID: 088-00-00-003

All that piece, parcel or tract of land approximately four (4) miles North of Bethune, in the County of Kershaw, State of South Carolina, containing five and 72/100 (5. 72) acres and being more particularly shown on a plat of survey prepared for William Wade Gainey by H,R Oliver, R.L.S., dated November 27, 1973, and recorded in the office of the Clerk of Court for Kershaw County, South Carolina in Plat Book 35 at Page 1584; said tract being bounded now or formerly as follows: On the East by property now or formerly of James L. Gainey and measuring thereon five hundred thirty and five-tenths (530.5) feet; on the South by property now or formerly of W. Wade Gainey and measuring thereon five hundred thirty-four and seven-tenths (534. 7) feet; on the West by property now or formerly of W. Wade. Gainey and. measuring thereon three hundred eighty-five and five-tenths (385.5) feet; and on the North by property now or formerly of W. Wade Gainey and measuring thereon in the aggregate five hundred forty-seven and five-tenths (547.5) feet.

The above being part of the same property conveyed to. Robert H. Morrison by deed of George P. Houston, Jr., Melvin T. Graham and Nancy C. Daves dated January 11, 1996, and recorded on January 12, 1996, in Deed Book 396 at Page 166, in the office of the Clerk of County for Kershaw County, South Carolina.

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Kershaw County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective January 1, 2024 (“Fee Agreement”), between the County and Oak Camp Solar, LLC (“Sponsor”).

1. **Joinder to Fee Agreement.**

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. **Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. **Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. **Request and Consent of Sponsor.**

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

5. **Filings by Sponsor Affiliate.**

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-

300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

KERSHAW COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF SPECIAL SOURCE REVENUE CREDIT

To the extent the Project is operated as a solar energy facility, the parties have agreed to an Special Source Revenue Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the period ending on the Phase Termination Date for the final Phase of the Project. For the avoidance of doubt, should any part or all of the Project acquired during the Investment Period not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Special Source Revenue Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire period ending on the Phase Termination Date for the final Phase of the Project that would otherwise be applicable.

The FILOT Payment calculated in Section 4.1 of the Fee Agreement shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, a Special Source Revenue Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level such that the Base FILOT Payment shall equal the Net FILOT Payment. The Net FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 80 MWac (as defined below) of Final Output and will pay \$3,000 per MWac of Final Output for the term of the Fee Agreement, beginning on the Commencement Date. If the Final Output of the Project is between 0 MWac and 96 MWac, the Net FILOT Payment that the Sponsor shall be required to make shall equal \$3,000 per MWac multiplied by the assumed Final Output of 80 MWac (\$240,000) for such year. If the Final Output of the Project is greater than 96 MWac, the Net FILOT Payment shall be increased by the percentage which such actual Final Output exceeds the assumed Final Output of 80 MWac. For example, and by way of example only, if the Final Output of the Project is 100 MWac, the Net FILOT Payment shall be increased by 25% to \$300,000.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“*MWac*” means megawatts of alternating current.

To the extent the Special Source Revenue Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Special Source Revenue Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

The parties agree that in the event the Real Property was previously assessed as agricultural property, rollback taxes as provided in Section 12-43-220(d) of the Code, do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes

do apply, the County agrees to provide an Special Source Revenue Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Special Source Revenue Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

**PROJECT WHITE OAK
FILOT ORDINANCE
AND FILOT
AGREEMENT**

utility scale solar facility in the County through the acquisition, lease, construction and purchase of certain real and personal property, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$75,000,000 in new investment in real and personal property in the County (“Investment”); and

WHEREAS, by its Resolution adopted on October 24, 2023, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or portions thereof, initially bearing Tax Map Numbers 088-00-00-013; 088-00-00-014; and 088-00-00-015 with improvements thereon, a description of which is set forth on the attached **Exhibit A** (“Project Property”); and

WHEREAS, the County desires, as part of the County’s normal Park expansion procedures, to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial or business park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

WHEREAS, in connection with the Project, the Company has requested the County enter into a fee in lieu of tax agreement to establish the commitments of (i) the Company and any Sponsor Affiliate(s) to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached hereto as **Exhibit B** (“Fee Agreement”), with the principal terms as follows: a term of years for each Phase (as defined in the Fee Agreement) of the Project Property, anticipated to be 40 years for each Phase, a 6.0% assessment ratio (subject to adjustment as described in the Fee Agreement), and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2023, which is further outlined in the Fee Agreement, for the entire term of the FILOT arrangement; (ii) to provide an annual credit over the term of the Fee Agreement against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, or to increase the FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, in an amount equal to the difference between the Net FILOT Payment (as defined in the Fee Agreement) and the amount of FILOT Payment that would otherwise be due under the Fee Agreement (each a “Special Source Revenue Credit”); and (iii) any other incentives set forth in the Fee Agreement (collectively, the “Incentives”); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

NOW, THEREFORE, BE IT ORDAINED BY THE KERSHAW COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any

incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs; and (v) the Project will provide a substantial public benefit to the County.

Section 2. *Authorization to Execute and Deliver Fee Agreement.* The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. *Inclusion and Maintenance of Project in Park.* The expansion of the Park boundaries is hereby authorized as part of the County's normal expansion procedures to include the Project Property, as described on the attached **Exhibit A**. The County Council shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial or business park) for no less than the term of the Fee Agreement.

Section 4. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

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

Section 7. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding, or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

KERSHAW COUNTY, SOUTH CAROLINA

Katie Guinn, Chair
Kershaw County Council

(SEAL)

ATTEST:

Hannah M. Parler, Clerk to Council

First Reading: November 14, 2023
Second Reading: November 28, 2023
Third Reading: December 12, 2023
Public Hearing: December 12, 2023

EXHIBIT A

PROJECT PROPERTY DESCRIPTION

LOCATION: 3425 Boise Cascade Road, Bethune, SC 29009; 3595 Boise Cascade Road, Bethune, SC 29009; and 3439 Timrod Road, Bethune, SC 29009, all of these being located within the bounds of Kershaw County, South Carolina.

TOTAL ACREAGE: 573.268, more or less

TAX PARCEL ID NUMBERS (PIN): 088-00-00-013; 088-00-00-014; and 088-00-00-015

PROPERTY MAP

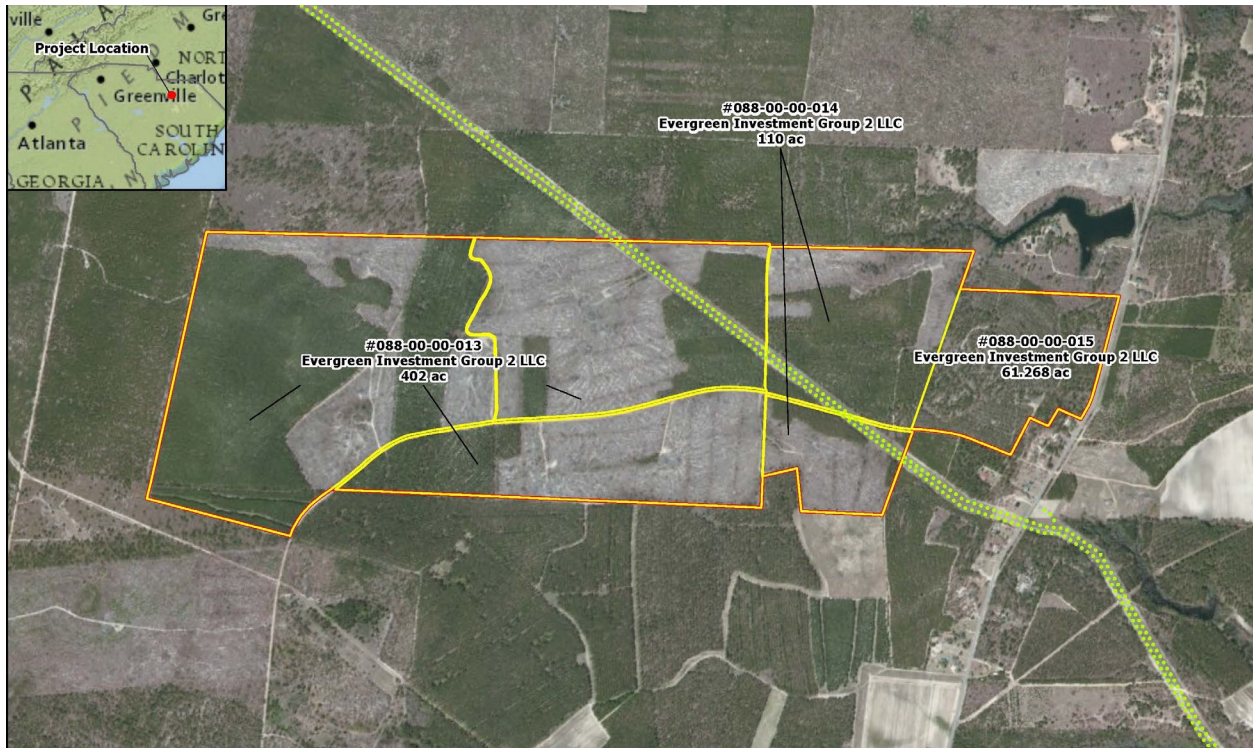


EXHIBIT B

FEE AGREEMENT

[Attached]

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

EVERGREEN SOLAR, LLC

AND

KERSHAW COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY ___, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1. <i>Terms</i>	1
ARTICLE II REPRESENTATIONS AND WARRANTIES	5
Section 2.1. <i>Representations and Warranties of the County</i>	5
Section 2.2. <i>Representations and Warranties of the Sponsor</i>	5
ARTICLE III THE PROJECT	6
Section 3.1. <i>The Project</i>	6
Section 3.2. <i>Leased Property</i>	6
Section 3.3. <i>Filings and Reports</i>	6
ARTICLE IV FILOT PAYMENTS	7
Section 4.1. <i>FILOT Payments</i>	7
Section 4.2. <i>FILOT Payments on Replacement Property</i>	7
Section 4.3. <i>Removal of Components of the Project</i>	7
Section 4.4. <i>Damage or Destruction of Economic Development Property</i>	8
Section 4.5. <i>Condemnation</i>	8
Section 4.6. <i>Calculating FILOT Payments on Diminution in Value</i>	8
Section 4.7. <i>Payment of Ad Valorem Taxes</i>	8
Section 4.8. <i>Place of FILOT Payments</i>	9
ARTICLE V ADDITIONAL INCENTIVES	9
Section 5.1. <i>Special Source Revenue Credits</i>	9
ARTICLE VI CLAW BACK	9
Section 6.1. <i>Claw Back</i>	9
ARTICLE VII DEFAULT	9
Section 7.1. <i>Events of Default</i>	9
Section 7.2. <i>Remedies on Default</i>	10
Section 7.3. <i>Reimbursement of Legal Fees and Other Expenses</i>	11
Section 7.4. <i>Remedies Not Exclusive</i>	11
ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS	11
Section 8.1. <i>Right to Inspect</i>	11
Section 8.2. <i>Confidentiality</i>	11
Section 8.3. <i>No Liability of County Personnel</i>	11
Section 8.4. <i>Assignment</i>	11
Section 8.5. <i>No Double Payment; Future Changes in Legislation</i>	12
Section 8.6. <i>Administration Expenses</i>	12
Section 8.7. <i>Multicounty Park</i>	12
Section 8.8. <i>Lilmitation of Liability</i>	12

Section 8.7. <i>Indemnification</i>	12
ARTICLE IX SPONSOR AFFILIATES	133
Section 9.1. <i>Sponsor Affiliates</i>	133
Section 9.2. <i>Primary Responsibility</i>	133
ARTICLE X MISCELLANEOUS	133
Section 10.1. <i>Notices</i>	133
Section 10.2. <i>Provisions of Agreement for Sole Benefit of County and Sponsor</i>	144
Section 10.3. <i>Counterparts</i>	144
Section 10.4. <i>Governing Law</i>	144
Section 10.5. <i>Headings</i>	144
Section 10.6. <i>Amendments</i>	144
Section 10.7. <i>Agreement to Sign Other Documents</i>	144
Section 10.8. <i>Interpretation; Invalidity; Change in Laws</i>	15
Section 10.9. <i>Force Majeure</i>	155
Section 10.10. <i>Termination; Termination by Sponsor</i>	155
Section 10.11. <i>Entire Agreement</i>	155
Section 10.12. <i>Waiver</i>	16
Section 10.13. <i>Business Day</i>	16
Section 10.14. <i>Agreement's Construction</i>	16

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Description of Special Source Revenue Credit

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Evergreen Solar, LLC	1.1
Project Location	Bethune, County of Kershaw, South Carolina	Exhibit A
Tax Map No.	088-00-00-013; 088-00-00-014; and 088-00-00-015	Exhibit A
FILOT		
• Phase Exemption Period	40 years	1.1
• Investment Commitment	\$2,500,000	1.1
• Jobs Commitment	N/A	
• Investment Period	5 years	1.1
• Assessment Ratio:	6%, subject to adjustment	4.1
• Millage Rate	331.8 mills	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Multicounty Park	Kershaw County / Lee County Multicounty Park	1.1
Special Source Revenue Credit		
• Brief Description	Amount necessary to fix annual fee in-lieu-of-tax payment at \$2,800 per MWac based on an assumed Final Output of 75 MWac for the life of the agreement (i.e. a fixed payment of \$210,000 per year); provided if the actual Final Output exceeds 96 MWac in any year, the annual fee in-lieu-of-tax payment shall be increased by the percentage that the actual Final Output exceeds 75 MWac of Final Output in such year.	Exhibit C
• Credit Term	Term of the Fee Agreement	Exhibit C
• Claw Back information:	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Other information		

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of January ___, 2024, between Kershaw County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Kershaw County Council (“*County Council*”) as the governing body of the County, and Evergreen Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor has committed to establishing a commercial enterprise (“*Facility*”) in the County, consisting of investment in real and personal property of approximately \$75,000,000;

(d) By an ordinance enacted on December 12, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. *Terms.* The defined terms used in this Fee Agreement have the meaning given below unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty

Park and not subject to this Fee Agreement, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act, as the context may require.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney’s fees; provided, however, that Administrative Expenses shall not exceed \$10,000.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is four years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2027.

“**Contract Minimum Investment Requirement**” means an investment of \$2,500,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

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

“**County Council**” means the Kershaw County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“**Equipment**” means machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Special Source Revenue Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“**Final Output**” has the meaning as described on Exhibit C.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

“**Fixed FILOT Payment**” has the meaning as described on Exhibit C.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date; provided however, that the Investment Period may be extended for an additional five (5) years upon mutual agreement of the parties. For purposes of this Fee Agreement, the Investment Period, unless the Commencement Date is later than December 31, 2027, is expected to end on December 31, 2032, unless the parties mutually agree to extend the Investment Period an additional five (5) years.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the [Agreement for Development of Joint County Industrial and Business Park (the “Park Agreement”), dated as of November 9, 2021, between the County and Lee County, South Carolina.

“**Net FILOT Payment**” means the FILOT Payment net of the Special Source Revenue Credit, as more particularly described in Exhibit C.

“**Phase**” means the Economic Development Property placed in service during a particular year of

the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Special Source Revenue Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Revenue Credits are to be used for the payment of the costs of the Infrastructure.

“Sponsor” means Evergreen Solar, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an inducement resolution, as defined in the Act, on October 24, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The County will not take the position that the execution of this Agreement and the placement of the Project in the Multicounty Park, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement and the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement and Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced or modified as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

(c) In accordance with Exhibit C, the Sponsor shall report the Final Output to the County Administrator and County Auditor in writing contemporaneously with its report to the South Carolina Public Service Commission.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) Subject to adjustment in any year as set forth in Exhibit C hereto, the FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), subject to adjustment in any year as set forth in Exhibit C, multiplied by
- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023, which the parties believe to be 331.8 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Special Source Revenue Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the

Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Special Source Revenue Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim and the County hereby grants an Special Source Revenue Credit as described in Exhibit C hereof to adjust any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Revenue Credit is described in Exhibit C. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Revenue Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C and reflecting the Special Source Revenue Credit. Provided, however, the Sponsor shall be required to report the Final Output to the County prior to the County preparing an annual bill with respect to the Project.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-54-25 of the Code. In the event that the Company's investment in the Project attains the Contract Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Contract Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Special Source Revenue Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Special Source Revenue Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. *Legal Fees and Other Expenses.* Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. *Remedies Not Exclusive.* Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County 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 Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor 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 may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in no event exceed \$10,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. Multicounty Park. On or before April 30, 2024, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Special Source Revenue Credit is to be provided to the Sponsor under this Fee Agreement.

Section 8.8. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.9. Indemnification.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with written notice of the existence or threat of any claim or liability within 30 days of such claim or liability arising, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property, currently Evergreen Investment Group 2, LLC, and C & G Woodland, LLC, and their heirs, successors and assigns. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property. Upon the joining of a Sponsor Affiliate to this Fee Agreement, the obligations of the Sponsor and Sponsor Affiliate as to making FILOT Payments will be allocated based on the Sponsor's and Sponsor Affiliate's proportionate share of ownership of Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited

with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

TotalEnergies Renewables USA, LLC
Attn: Legal Department
1201 Louisiana Street, Suite 1800
Houston, TX 77002

WITH A COPY TO (does not constitute notice):

IF TO THE COUNTY:

Kershaw County, South Carolina
Attn: County Administrator
515 Walnut Street
Camden, SC 29020

WITH A COPY TO (does not constitute notice):

Smith Robinson Holler DuBose and Morgan, LLC
Attn: John K. DuBose, III
2530 Devine Street
Columbia, SC 29205

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor

such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Special Source Revenue Credit to the Sponsor (in addition to the Special Source Revenue Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all

agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

KERSHAW COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Katie Guinn, County Council Chair
Kershaw County, South Carolina

ATTEST:

By: _____
Hannah M. Parler, Clerk to County Council
Kershaw County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

EVERGREEN SOLAR, LLC

By: _____
Name:
Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

**EXHIBIT A
PROPERTY DESCRIPTION**

LOCATION: 3425 Boise Cascade Road, Bethune, SC 29009; 3595 Boise Cascade Road, Bethune, SC 29009; and 3439 Timrod Road, Bethune, SC 29009, all of these being located within the bounds of Kershaw County, South Carolina.

TOTAL ACREAGE: 573.268, more or less

TAX PARCEL ID NUMBER (PIN): 088-00-00-013; 088-00-00-014; and 088-00-00-015

PROPERTY MAP

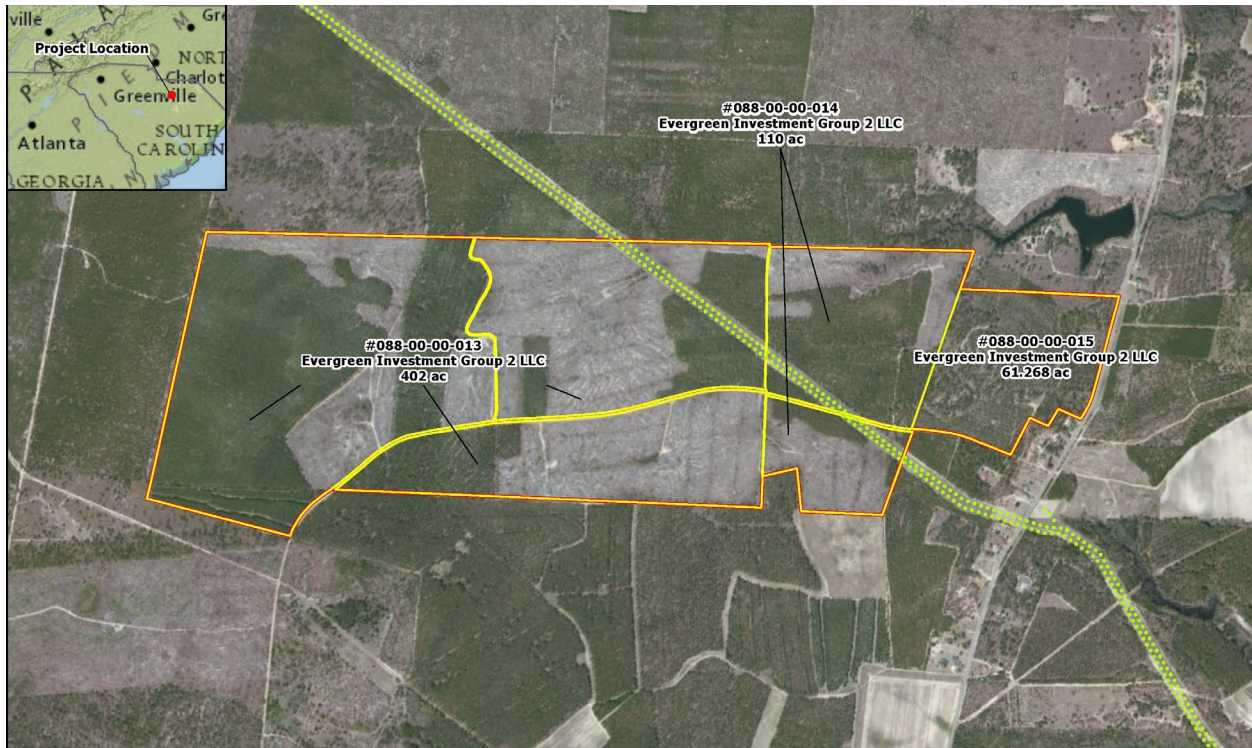


EXHIBIT B

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Kershaw County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective _____, 2023 (“Fee Agreement”), between the County and Evergreen Solar, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

KERSHAW COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF SPECIAL SOURCE REVENUE CREDIT

The parties have agreed to a Special Source Revenue Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the period ending on the Phase Termination Date for the final Phase of the Project. For the avoidance of doubt, should any part or all of the Project acquired during the Investment Period not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Special Source Revenue Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire period ending on the Phase Termination Date for the final Phase of the Project that would otherwise be applicable.

The FILOT Payment calculated in Section 4.1 of the Fee Agreement shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, a Special Source Revenue Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level such that the Base FILOT Payment shall equal the Net FILOT Payment. The Net FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 75 MWac (as defined below) of Final Output and will pay \$2,800 per MWac of Final Output for the term of the Fee Agreement, beginning on the Commencement Date. If the Final Output of this Project in a given year is between 0 MWac and 96 MWac, the Net FILOT Payment that the Sponsor shall be required to make shall equal \$2,800 per MWac multiplied by the assumed Final Output of 75 MWac (\$210,000) for such year. If the Final Output of the Project is greater than 96 MWac, the Net FILOT Payment shall be increased by the percentage which such actual Final Output exceeds the assumed Final Output of 75 MWac. For example, and by way of example only, if in a given year the Final Output of the Project is 100 MWac, the Net FILOT Payment shall be increased by approximately 33.33% to \$280,000.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“*MWac*” means megawatts of alternating current.

To the extent the Special Source Revenue Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Special Source Revenue Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

The parties agree that in the event the Real Property was previously assessed as agricultural property, rollback taxes as provided in Section 12-43-220(d) of the Code, do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes

do apply, the County agrees to provide a Special Source Revenue Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Special Source Revenue Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

**PROJECT SANDY
FILOT ORDINANCE
AND FILOT
AGREEMENT**

behalf of the County as set forth herein and to be further set forth in future agreements to the extent allowed by law, plans to establish a solar energy production facility in the County through the acquisition, lease, construction and purchase of certain real and personal property, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$90,000,000 in new investment in real and personal property in the County (“Investment”); and

WHEREAS, by its Resolution adopted on November 28, 2023, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or portions thereof, initially bearing Tax Map Numbers [●]; [●] with improvements thereon, a description of which is set forth on the attached **Exhibit A** (“Project Property”); and

WHEREAS, the County desires, as part of the County’s normal Park expansion procedures, to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial or business park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

WHEREAS, in connection with the Project, the Company has requested the County enter into a fee in lieu of tax agreement to establish the commitments of (i) the Company and any Sponsor Affiliate(s) to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached hereto as **Exhibit B** (“Fee Agreement”), with the principal terms as follows: a term of years for each Phase (as defined in the Fee Agreement) of the Project Property, anticipated to be thirty years for each Phase, a 6.0% assessment ratio (subject to adjustment as described in the Fee Agreement), and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2023, which is further outlined in the Fee Agreement, for the entire term of the FILOT arrangement; (ii) to provide annual Special Source Revenue Credits over the term of the Fee Agreement against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, or to increase the FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project, as applicable, in an amount equal to the difference between the Net FILOT Payment and the amount of FILOT Payment that would otherwise be due under the Fee Agreement (each a “Special Source Revenue Credit”); and (iii) any other incentives set forth in the Fee Agreement (collectively, the “Incentives”); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

NOW, THEREFORE, BE IT ORDAINED BY THE KERSHAW COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. Findings. The County hereby finds and affirms, based on information provided by the Company: (i) the Project is anticipated to benefit the general public welfare of the County

by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs; and (v) the Project will provide a substantial public benefit to the County.

Section 2. *Authorization to Execute and Deliver Fee Agreement.* The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. *Inclusion and Maintenance of Project in Park.* The expansion of the Park boundaries is hereby authorized as part of the County's normal expansion procedures to include the Project Property, as described on the attached **Exhibit A**. The County Council shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial or business park) for no less than the term of the Fee Agreement.

Section 4. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

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

Section 7. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding,

or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

KERSHAW COUNTY, SOUTH CAROLINA

Katlyn “Katie” Guinn, Chair
Kershaw County Council

(SEAL)

ATTEST:

Hannah M. Parler, Clerk to Council

First Reading: November 28, 2023
Second Reading: December 12, 2023
Third Reading: [●], 2023
Public Hearing: [●], 2023

EXHIBIT A

PROJECT PROPERTY DESCRIPTION

LOCATION: Kershaw County, South Carolina

TOTAL ACREAGE:

EXHIBIT B

FEE AGREEMENT

[Attached]

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT SANDY

AND

KERSHAW COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY ___, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1. <i>Terms</i>	1
ARTICLE II REPRESENTATIONS AND WARRANTIES	5
Section 2.1. <i>Representations and Warranties of the County</i>	5
Section 2.2. <i>Representations and Warranties of the Sponsor</i>	5
ARTICLE III THE PROJECT	6
Section 3.1. <i>The Project</i>	6
Section 3.2. <i>Leased Property</i>	6
Section 3.3. <i>Filings and Reports</i>	6
ARTICLE IV FILOT PAYMENTS.....	6
Section 4.1. <i>FILOT Payments</i>	7
Section 4.2. <i>FILOT Payments on Replacement Property</i>	7
Section 4.3. <i>Removal of Components of the Project</i>	7
Section 4.4. <i>Damage or Destruction of Economic Development Property</i>	8
Section 4.5. <i>Condemnation</i>	8
Section 4.6. <i>Calculating FILOT Payments on Diminution in Value</i>	8
Section 4.7. <i>Payment of Ad Valorem Taxes</i>	8
Section 4.8. <i>Place of FILOT Payments</i>	9
ARTICLE V ADDITIONAL INCENTIVES.....	9
Section 5.1. <i>Special Source Revenue Credits</i>	9
ARTICLE VI CLAW BACK.....	9
Section 6.1. <i>Claw Back</i>	9
ARTICLE VII DEFAULT	9
Section 7.1. <i>Events of Default</i>	9
Section 7.2. <i>Remedies on Default</i>	10
Section 7.3. <i>Reimbursement of Legal Fees and Other Expenses</i>	11
Section 7.4. <i>Remedies Not Exclusive</i>	11
ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS.....	11
Section 8.1. <i>Right to Inspect</i>	11
Section 8.2. <i>Confidentiality</i>	11
Section 8.3. <i>No Liability of County Personnel</i>	11
Section 8.4. <i>Assignment</i>	11
Section 8.5. <i>No Double Payment; Future Changes in Legislation</i>	12
Section 8.6. <i>Administration Expenses</i>	12
Section 8.7. <i>Multicounty Park</i>	12

Section 8.8.	<i>Lilmitation of Liability</i>	12
Section 8.7.	<i>Indemnification</i>	12
ARTICLE IX	SPONSOR AFFILIATES	133
Section 9.1.	<i>Sponsor Affiliates</i>	133
Section 9.2.	<i>Primary Responsibility</i>	133
ARTICLE X	MISCELLANEOUS	133
Section 10.1.	<i>Notices</i>	143
Section 10.2.	<i>Provisions of Agreement for Sole Benefit of County and Sponsor</i>	144
Section 10.3.	<i>Counterparts</i>	144
Section 10.4.	<i>Governing Law</i>	144
Section 10.5.	<i>Headings</i>	144
Section 10.6.	<i>Amendments</i>	144
Section 10.7.	<i>Agreement to Sign Other Documents</i>	154
Section 10.8.	<i>Interpretation; Invalidity; Change in Laws</i>	15
Section 10.9.	<i>Force Majeure</i>	155
Section 10.10.	<i>Termination; Termination by Sponsor</i>	155
Section 10.11.	<i>Entire Agreement</i>	165
Section 10.12.	<i>Waiver</i>	16
Section 10.13.	<i>Business Day</i>	16
Section 10.14.	<i>Agreement's Construction</i>	16

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Description of Special Source Revenue Credit

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Sandy	1.1
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	1.1
<ul style="list-style-type: none"> • Investment Commitment 	\$2,500,000	1.1
<ul style="list-style-type: none"> • Jobs Commitment 	N/A	
<ul style="list-style-type: none"> • Investment Period 	5 years	1.1
<ul style="list-style-type: none"> • Assessment Ratio: 	6%, subject to adjustment	4.1
<ul style="list-style-type: none"> • Millage Rate 	331.8 mills	4.1
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable millage: 	Fixed	4.1
<ul style="list-style-type: none"> • Claw Back information 	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Multicounty Park	Kershaw County / Lee County Multicounty Park	1.1
Special Source Revenue Credit		
<ul style="list-style-type: none"> • Brief Description 	Amount necessary to fix annual fee in-lieu-of-tax payment at \$2,900 per MWac based on an assumed Final Output of 74.9 MWac for the life of the agreement (i.e. a fixed payment of \$217,210 per year); provided if the actual Final Output exceeds 74.9 MWac in any year, the annual fee in-lieu-of-tax payment shall be increased by the percentage that the actual Final Output exceeds 74.9 MWac of Final Output in such year.	Exhibit C
<ul style="list-style-type: none"> • Credit Term 	Term of the Fee Agreement	Exhibit C
<ul style="list-style-type: none"> • Claw Back information: 	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	6.1
Other information		

**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of January ___, 2024, between Kershaw County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Kershaw County Council (“*County Council*”) as the governing body of the County, and a company identified for the time being as Project Sandy, a [_____] organized and existing under the laws of the State of [_____] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual special source revenue credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor has committed to establishing a commercial enterprise (“*Facility*”) in the County, anticipated to consist of investment in real and personal property of approximately \$90,000,000;

(d) By an ordinance enacted on [____], 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty

Park and not subject to this Fee Agreement, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act, as the context may require.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney’s fees; provided, however, that Administrative Expenses shall not exceed \$10,000.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is initially placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 20227.

“**Contract Minimum Investment Requirement**” means an investment of \$2,500,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

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

“**County Council**” means the Kershaw County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“**Equipment**” means machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Special Source Revenue Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Output” has the meaning as described on Exhibit C.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

“Fixed FILOT Payment” has the meaning as described on Exhibit C.

“Improvements” means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date; provided however, that the Investment Period may be extended for an additional five (5) years upon mutual agreement of the parties. For purposes of this Fee Agreement, the Investment Period, unless the Commencement Date is later than December 31, 2027, is expected to end on December 31, 2032, unless the parties mutually agree to extend the Investment Period an additional five (5) years.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for Development of Joint County Industrial and Business Park (the “Park”), dated as of November 9, 2021, between the County and Lee County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Special Source Revenue Credit, as more particularly described in Exhibit C.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s (or Sponsor Affiliate’s) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Special Source Revenue Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Revenue Credits are to be used for the payment of the costs of the Infrastructure.

“Sponsor” means a company identified for the time being as Project Sandy and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the

benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement and the Multicounty Park, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" by adopting an inducement resolution, as defined in the Act, on November 28, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park or another multicounty business park established pursuant to the MCIP Act.

(f) The County will not take the position that the execution of this Agreement and the placement of the Project in the Multicounty Park, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement and the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement and Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced or modified as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

(c) In accordance with Exhibit C, the Sponsor shall report the Final Output to the County Administrator and County Auditor in writing contemporaneously with its report to the South Carolina Public Service Commission.

ARTICLE IV

FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) Subject to adjustment in any year as set forth in Exhibit C hereto, the FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act, multiplied by
- (ii) An assessment ratio of six percent (6%), subject to adjustment in any year as set forth in Exhibit C, multiplied by
- (iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023, which the parties believe to be 331.8 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Special Source Revenue Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the

Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Special Source Revenue Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim, and the County hereby grants a Special Source Revenue Credit as described in Exhibit C hereof to adjust any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Revenue Credit is described in Exhibit C. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Revenue Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C and reflecting the Special Source Revenue Credit. Provided, however, the Sponsor shall be required to report the Final Output to the County prior to the County preparing an annual bill with respect to the Project.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-54-25 of the Code. In the event that the Company's investment in the Project attains the Contract Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Contract Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A material representation or warranty made by the Sponsor is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Special Source Revenue Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the savings to be realized by the Sponsor and/or the Sponsor Affiliate as a result of the FILOT Payments and Special Source Revenue Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. *Legal Fees and Other Expenses.* Except as provided in Section 7.2 above, each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Agreement.

Section 7.4. *Remedies Not Exclusive.* Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County 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 Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. *Assignment.* The Sponsor 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 may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor (i) to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor or (ii) to conditionally or unconditionally, hypothecate, mortgage, grant collaterally assign, or pledge all or any portion of the Sponsor's right, title or interest under this Fee Agreement to any lender, financing provider, or investor as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to the Project. The Sponsor agrees to notify the County and the Department of the identity of the

proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.5. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.6. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in no event exceed \$10,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.7. Multicounty Park. On or before April 30, 2024, the County will cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Special Source Revenue Credit is to be provided to the Sponsor under this Fee Agreement.

Section 8.8. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.9. Indemnification.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "**Indemnification Party**") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement, in each case to the extent such liability or claims arise from the Sponsor's negligence, violation of applicable law, or breach of this Agreement, and except for claims by the Sponsor.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with written notice of the existence or threat of any claim or liability within 30 days of such claim or liability arising, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property, currently [_____], and its heirs, successors and assigns. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property. Upon the joining of a Sponsor Affiliate to this Fee Agreement, the obligations of the Sponsor and Sponsor Affiliate as to making FILOT Payments will be allocated based on the Sponsor's and Sponsor Affiliate's proportionate share of ownership of Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Project Sandy
Attn:

WITH A COPY TO (does not constitute notice):

Maynard Nexsen, PC
Attn: Tushar Chikhliker, esq.
1230 Main St, Suite 700
Columbia, SC 29201

IF TO THE COUNTY:

Kershaw County, South Carolina
Attn: County Administrator
515 Walnut Street
Camden, SC 29020

WITH A COPY TO (does not constitute notice):

Smith Robinson Holler DuBose and Morgan, LLC
Attn: John K. DuBose, III
2530 Devine Street
Columbia, SC 29205

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or infrastructure credit to the Sponsor (in addition to the Special Source Revenue Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

Section 10.15. *Estoppel Certificates.* Within fourteen (14) days after request by the Sponsor, the County shall execute and deliver an estoppel certificate (i) certifying (if true) that this Fee Agreement is in full force and effect and has not been modified, (ii) certifying (if true) that to the best of the County's knowledge there are no uncured Events of Default hereunder, and no condition or event exists which, with the passage of time, would become an Event of Default (or, if any uncured Events of Default or any such conditions or events exist, stating with particularity the nature thereof), and (iii) any other certifications as may be reasonably requested by the Sponsor and its lenders or prospective assignees relating to this Fee Agreement. The Sponsor, any such proposed lender or assignee shall have the right to rely on the certifications made in such estoppel certificate.

[Signature pages follow]

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

KERSHAW COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Katie Guinn, County Council Chair
Kershaw County, South Carolina

ATTEST:

By: _____
Hannah M. Parler, Clerk to County Council
Kershaw County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

PROJECT SANDY

By: _____
Name:
Title:

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

LOCATION: Kershaw County, South Carolina

TOTAL ACREAGE: [acres], more or less

TAX PARCEL ID NUMBER (PIN):

PROPERTY MAP

EXHIBIT B

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Kershaw County, South Carolina (“County”) and [joinder party name] as Sponsor Affiliate (“Sponsor Affiliate”).

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective [Date], (“Fee Agreement”), between the County and [Project Name] (“Sponsor”).

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

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

SPONSOR AFFILIATE:

Name of Entity:

Signature: _____

Name: _____

Its: _____

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

KERSHAW COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its: _____

EXHIBIT C
DESCRIPTION OF SPECIAL SOURCE REVENUE CREDIT

The parties have agreed to a Special Source Revenue Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment (the “Fixed FILOT Payment”) for the Project through the period ending on the Phase Termination Date for the final Phase of the Project. For the avoidance of doubt, should any part or all of the Project acquired during the Investment Period not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Special Source Revenue Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire period ending on the Phase Termination Date for the final Phase of the Project that would otherwise be applicable.

The FILOT Payment calculated in Section 4.1 of the Fee Agreement shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, a Special Source Revenue Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level such that the Base FILOT Payment shall equal the Net FILOT Payment. The Net FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 74.9 MWac (as defined below) of Final Output and will pay \$2,900 per MWac of Final Output for the term of the Fee Agreement, beginning with respect to the Base FILOT Payment due with respect to Project property placed in service as of the Commencement Date. If the Final Output of this Project is between 0 MWac and 74.9 MWac, the Net FILOT Payment that the Sponsor shall be required to make shall equal \$2,900 per MWac multiplied by the assumed Final Output of 74.9 MWac (\$217,210). If the Final Output of the Project is greater than 74.9 MWac, the Net FILOT Payment shall be increased by the percentage which such actual Final Output exceeds the assumed Final Output of 74.9 MWac for the life of the Fee Agreement. For example, and by way of example only, if in a given year the Final Output of the Project is 100 MWac, the Net FILOT Payment shall be increased by approximately 33.51% to \$290,000.

“*Final Output*” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“*MWac*” means megawatts of alternating current.

To the extent the Special Source Revenue Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Special Source Revenue Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

The parties agree that in the event the Real Property was previously assessed as agricultural property, rollback taxes as provided in Section 12-43-220(d) of the Code, do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes

do apply, the County agrees to provide a Special Source Revenue Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Special Source Revenue Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

**BETHUNE PROPERTY
CONVEYANCE
ORDINANCE**

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING KERSHAW COUNTY TO CONVEY COUNTY OWNED REAL PROPERTY LOCATED AT 2843 MECKLENBURG ROAD, 325 BROWN STREET, AND 2863 MECKLENBURG ROAD, TO THE TOWN OF BETHUNE FOR PUBLIC PURPOSE PURPOSES, THE PROPERTY TO BE CONVEYED CONSISTS A TOTAL OF 17.18 ACRES, MORE OR LESS, AND IS FURTHER IDENTIFIED ON THE KERSHAW COUNTY TAX MAPS AS PARCEL NUMBERS B141-00-00-047 (11.18 ACRES, MORE OR LESS); B141-00-00-048 (4.10 ACRES, MORE OR LESS); AND A PORTION OF B141-00-00-049 (A 1.90 ACRE PORTION, MORE OR LESS).

WHEREAS, the Town of Bethune has approached Kershaw County with an interest in acquiring certain real property owned by Kershaw County with the intent that the Town of Bethune will utilize the real property for public purposes; and

WHEREAS, Kershaw County owns a 11.19 acres, more or less, parcel of land located at 2843 Mecklenburg Road (TMS B141-00-00-047) which was formerly used as part of the recreational fields of the former Bethune Elementary School which will benefit the Town of Bethune and Kershaw County if placed into more active public use; and

WHEREAS, Kershaw County owns a 4.10 acres, more or less, parcel of land located at 325 Brown Street (TMS B141-00-00-048) which was formerly used as part of the recreational fields of the former Bethune Elementary School which will benefit the Town of Bethune and Kershaw County if placed into more active public use; and

WHEREAS, Kershaw County owns a 9.09 acres, more or less, parcel of land located at 2863 Mecklenburg Road (TMS B141-00-00-049) which was improved with a small building and was formerly used as part of the recreational fields of the former Bethune Elementary School. A 1.90-acre, more or less, portion of this real property, shown and described on EXHIBIT 1 to this Ordinance, will benefit the Town of Bethune and Kershaw County if placed into more active public use; and

WHEREAS, Kershaw County Council has determined that the aforesaid real property is surplus to the needs of Kershaw County, except for that 7.19-acre, more or less, portion of the real property located at 2863 Mecklenburg Road (TMS B141-00-00-049) which Kershaw County will retain for potential future use by Kershaw County; and

WHEREAS, The Town of Bethune has requested a Right of First Refusal on the 7.19-acre, more or less, portion of the real property located at 2863 Mecklenburg Road (TMS B141-00-00-049) which Kershaw County will retain for potential future use and Kershaw County believes a Right of First Refusal is appropriate provided that the Town of Bethune is required to pay One Dollar (\$1.00) more than any bona fide purchase offer received by Kershaw County for the retained acreage; and

WHEREAS, Kershaw County Council has determined that the real property described herein should be conveyed to the Town of Bethune for public use, thus benefitting the Town of Bethune and Kershaw County as a whole; and

WHEREAS, Kershaw County Council has determined that the conveyance of the real property to the Town of Bethune for public use shall be condition upon, and shall include a requirement that, the property only be used for public purposes; and

WHEREAS, Kershaw County Council has determined that should the Town of Bethune cease to use the real property for public purposes, that ownership of the real property shall revert to the County at no cost; and

WHEREAS, the Kershaw County Council finds that conveyance of the real property to the Town of Bethune, subject to outlined terms, is an appropriate conveyance of this surplus real property and that conveyance of the real property will be advantageous to both the Town of Bethune and Kershaw County and represents an important and necessary governmental function.

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

Section 1. Authorization.

The Kershaw County Council authorizes:

(A) The Kershaw County Administrator, Kershaw County staff, and the County Attorney to negotiate in good faith with the Town of Bethune to consummate conveyance of the contemplated real property subject to terms as outlined in this Ordinance and to take all necessary actions required to consummate the conveyance subject to terms as outlined in this Ordinance; and

(B) The Chair of the Kershaw County Council to make, execute, and deliver a deed conveying the real property described herein to the Town of Bethune, in substantially the same form as the deeds attached as EXHIBIT 2, EXHIBIT 3, and EXHIBIT 4 to this Ordinance, and to sign all required documents, and do all things necessary and incidental to completion of the conveyance of the said real property.

(C) The Chair of the Kershaw County Council to make, execute, and deliver a deed conveying the real property described herein to the Town of Bethune, in substantially the same form as the Right of First Refusal attached as EXHIBIT 5, to this Ordinance, and to sign all required documents, and do all things necessary and incidental to completion of the conveyance of the said real property.

Section 2. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 3. Conflicting Provisions.

Any ordinance, resolution, or other order of the Kershaw County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. Effective Date.

This Ordinance shall take effect only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

KERSHAW COUNTY, SOUTH CAROLINA

By: _____
Katie Guinn, Chair
Kershaw County Council

ATTEST:

Hannah Parler, Clerk to Council
Kershaw County Council

First Reading: November 14, 2023
Second Reading: November 28, 2023
Third Reading: December 12, 2023
Public Hearing: December 12, 2023

**ESTABLISHING AND
ALTERING RULES FOR
PUBLIC COMMENT**

APPENDIX III

PUBLIC COMMENT GUIDELINES

1. Public Comment:

- is an opportunity for members of the public to speak at the council meeting in compliance with these rules.
- is not a time for debate with or questions and answers from Kershaw County Council (“Council”).
- is a time for Council to receive comments as to matters on the council agenda and matters within the scope of Council’s authority to act.
- is not a time for Council response

In short, during Public Comment Council will listen to public comment as to matters in the council agenda at the council meeting, and matters within the scope of Council’s authority to act but not to provide general commentary or to editorialize on matters outside of Council’s authority.

2. Comments not in compliance with these rules will not be tolerated.
3. If a group would like to speak to Council, we request that a spokesperson be selected and that this person indicate the group he/she is representing.
4. Persons wishing to provide public comments must sign the sign-in sheet prior to the agenda item being reached and Public Comment is limited to persons who are present and speak at the council meeting.
5. Public comment period is limited to five (5) minutes maximum allowed per individual speaker.
7. Public Comments to Council as an agenda item shall continue to be live streamed by video (where available) until the Public Comments agenda item is finished and concluded. Audio (where provided) shall be live streamed as long as the member of the public speaking is compliant with these rules.
8. The official record of the Council meeting will only contain the names of the members of the public who spoke at the Public Comment agenda item at the Council meeting.

LIBRARY BOARD APPLICATIONS

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAx)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Ed Garrison County Council District 4

Current Mailing Address: 84 Oak Ridge Dr., Lugoff, SC 29078

Years Residing in Kershaw County: 45 years In South Carolina: 52 years

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) 803.724.5568 (cell)

Email Address: jegarrison7577@gmail.com

Employer: Retired Kershaw County School Dist. Occupation: Careers Education Coord.

Employer's Address: NA Normal working hours: NA
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) Winget High School - 1973;
University of Georgia - 1977

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Library Board

2nd Choice: Tourism Advisory Commission

3rd Choice: Human Relations Commission

List any information you feel pertinent to the position, if any: Board member Food for the Soul, Lytleton Street United Methodist Church

List any previous service to the County, State, City or other Boards or Commissions: Archives Commission;
Live Well Kershaw County; delegate with the Kershaw County All-
America City 2018; coordinated Junior Leadership Kershaw County

Applicant's Signature: Ed Garrison Date 11/28/23

Submission # 2778719
IP Address 207.144.13.52
Submission Recorded On 10/23/2023 11:39 AM
Time to Take Survey 8 minutes, 53 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:

- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

*** 1. Full Name**

Dr. Kimberly W. Roberts

*** 2. County Council District**

District 1

*** 3. Current Mailing Address**

946 Tookie Doo Lane
Elgin South Carolina 29045
United States

*** 4. Years Residing in Kershaw County?**

55

*** 5. Years Residing in South Carolina?**

55

*** 6. Are you a registered south Carolina Voter?**

Yes

*** 7. Sex**

Female

*** 8. Best Phone Number to Reach You**

(803) 397-4545

*** 9. Email**

kimya529@yahoo.com

*** 10. Current Employer**

Fairfield County Government

*** 11. Employer's Address**

250 North Walnut Street
Winnsboro South Carolina 29180
United States

*** 12. Normal Working Hours**

9a-5p

*** 13. Have you ever been convicted of a felony?**

No

*** 14. Please provide any educational information (high school, college, graduate school, etc.)**

Lugoff-Elgin High School graduate (1986) Charleston Southern University (1990) Webster University (2004) Double Masters Gardner-Webb University (2021) Doctorate

*** 15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer**

Medical Center Board of Trustees

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

Library Board of Directors

17. 3rd CHOICE: Please select a board or commission below as your 3rd Choice in serving as a volunteer

Clean Community Commission

18. List any information you feel pertinent to the position, if any:

After completing my Doctorate, I now feel that I have the time to devote to serving my community in an impactful way. I believe serving on a board/commission is one of the best ways to do that.

19. List any previous service to the County, State, City or other Boards or Commission:

****SKIPPED****

*** 20. Signature: By typing your name below you are verifying this application**

KIM ROBERTS

Submission # 1739446
IP Address 162.254.47.185
Submission Recorded On 06/14/2022 2:33 PM
Time to Take Survey 13 minutes, 30 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:
- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

1. Full Name

Dr Cabell Margaret Jones May

2. County Council District

District 6

3. Current Mailing Address

219 Leonard Circle
Camden South Carolina 29020
United States

*4. Years Residing in Kershaw County?

19

*5. Years Residing in South Carolina?

19

6. Are you a registered south Carolina Voter?

Yes

7. Sex

Female

8. Best Phone Number to Reach You

(252) 489-9945

*9. Email

cmmay2@ncsu.edu

*10. Current Employer

NorthEastern Technical Community College

11. Employer's Address

219 Leonard Circle
Camden SC 29020
USA

*12. Normal Working Hours

8-4

13. Have you ever been convicted of a felony?

No

*14. Please provide any educational information (high school, college, graduate school, etc.)

N.C. State University, Doctorate in Education Appalachian State University, Master's in Political Science and Gov't Studies Francis Marion University, Bachelors in Political Science and Mass Communication Camden High School, Honors Graduate

15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer

Tourism Advisory Committee (ATAX)

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

Parks & Recreation Commission

Library Board of Directors

18. List any information you feel pertinent to the position, if any:

My mind keeps going back to my own children and what their futures will look like and what efforts can be made now for us to move forward as a society together in Kershaw County. This is the leadership and passion that I can bring back to my home county, among my people, family and friends in Kershaw County, South Carolina. N.C. State University's College of Education has afforded me opportunities to represent them in state-wide and national conferences, I know I can be of service in KC.

19. List any previous service to the County, State, City or other Boards or Commission:

North Carolina Political Science Association North Carolina Community College Association Outer Banks Relief Foundation Collington Harbor Yacht and Racquet Club
Delight Women's Ministries Albemarle Water and Resource Board Member

***20. Signature: By typing your name below you are verifying this application**

Catelin Margaret Jones May

Submission # 1878251
IP Address 172.2.56.193
Submission Recorded On 08/09/2022 10:43 AM
Time to Take Survey 5 minutes, 5 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:

- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

1. Full Name

Mrs Sissy Griffin-Ballew

2. County Council District

District 5

3. Current Mailing Address

404 Sandwood Dr
Lugoff SC 29078-9214
United States

***4. Years Residing in Kershaw County?**

32

***5. Years Residing in South Carolina?**

32

6. Are you a registered south Carolina Voter?

Yes

7. Sex

Female

8. Best Phone Number to Reach You

(803) 518-6704

***9. Email**

sissygriffinballew@gmail.com

***10. Current Employer**

Self

11. Employer's Address

404 Sandwood Dr
Lugoff SC 29078-9214
United States

***12. Normal Working Hours**

Whatever hours are needed.

13. Have you ever been convicted of a felony?

No

***14. Please provide any educational information (high school, college, graduate school, etc.)**

1982 graduated with a degree in Travel & Tourism. Mitchell Comm College-Art

15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer

Tourism Advisory Committee (ATAX)

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

Library Board of Directors

17. 3rd CHOICE: Please select a board or commission below as your 3rd Choice in serving as a volunteer

Parks & Recreation Commission

18. List any information you feel pertinent to the position, if any:

20 years in the Hotel industry.

19. List any previous service to the County, State, City or other Boards or Commission:

SKIPPED

***20. Signature: By typing your name below you are verifying this application**

Sissy Griffin-Ballew

Submission # 2095937
IP Address 204.116.211.52
Submission Recorded On 11/21/2022 2:09 PM
Time to Take Survey 6 minutes, 46 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:

- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

1. Full Name

Mrs. Elizabeth S. Long

2. County Council District

District 2

3. Current Mailing Address

1921 Forest Drive
Camden SC 29020
USA

*4. Years Residing in Kershaw County?

21

*5. Years Residing in South Carolina?

I lived in South Carolina until I went to college in NC. I then lived in Virginia for 5 years before coming back "home," where I have lived for the past 21 years. So, a total of 40 years in SC.

6. Are you a registered south Carolina Voter?

Yes

7. Sex

Female

8. Best Phone Number to Reach You

(803) 420-8114

*9. Email

betsy.long8899@gmail.com

*10. Current Employer

Kershaw County School District

11. Employer's Address

2029 West DeKalb Street
Camden SC 29020
USA

*12. Normal Working Hours

7:00 AM to 3:30 PM

13. Have you ever been convicted of a felony?

No

*14. Please provide any educational information (high school, college, graduate school, etc.)

I have a BA in English and a Masters in Library Science from Appalachian State University. I have completed coursework 30 hours beyond my Masters degree. Finally, I am a two time National Board Certified Educator.

15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer

Library Board of Directors

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

Parks & Recreation Commission

17. 3rd CHOICE: Please select a board or commission below as your 3rd Choice in serving as a volunteer

Tourism Advisory Committee (ATAX)

18. List any information you feel pertinent to the position, if any:

****SKIPPED****

19. List any previous service to the County, State, City or other Boards or Commission:

I have served on the Friends of the Library board for the past 15 years.

***20. Signature: By typing your name below you are verifying this application**

Elizabeth S. Long

Submission # 2158199
IP Address 44.197.187.235
Submission Recorded On 12/31/2022 4:05 PM
Time to Take Survey 15 minutes, 19 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:

- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

1. Full Name

Mr. David A. Partin

2. County Council District

District 5

3. Current Mailing Address

208 Christmas Pl
Camden SC 29020
United States

***4. Years Residing in Kershaw County?**

42

***5. Years Residing in South Carolina?**

42

6. Are you a registered south Carolina Voter?

Yes

7. Sex

Male

8. Best Phone Number to Reach You

(803) 237-6991

***9. Email**

dpartin@gibsoninsurance.net

***10. Current Employer**

Self

11. Employer's Address

208 Christmas Pl
Camden SC 29020
United States

***12. Normal Working Hours**

9-5

13. Have you ever been convicted of a felony?

No

***14. Please provide any educational information (high school, college, graduate school, etc.)**

1998 Graduate of Camden High School 2002 Graduate of Wofford College

15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer

Library Board of Directors

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

17. 3rd CHOICE: Please select a board or commission below as your 3rd Choice in serving as a volunteer

****SKIPPED****

19. List any previous service to the County, State, City or other Boards or Commission:

Volunteer Emergency room Tech, KCMC 1994-1995 Volunteer Guardian ad Litem, Kershaw County Guardian ad Litem program 2007- present Quaker Cemetery Board of Trustees member, 2021- present

***20. Signature: By typing your name below you are verifying this application**

David A. Partin

Submission # 2297968
IP Address 168.220.178.122
Submission Recorded On 03/12/2023 5:17 PM
Time to Take Survey 12 minutes, 17 seconds

Page 1

Boards & Commissions Candidate Application

Would you like to play a part in your County Government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointment, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. Please complete the biographical data sheet below and submit to be considered for future boards and commissions.

Kershaw County Boards & Commissions:

- Airport Commission
- Assessment Appeals Board
- Clean Community Board
- Zoning Board of Appeals
- Library Board of Directors
- Medical Center Board of Trustees
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tourism Advisory Committee (ATAX)

1. Full Name

Faith A. Robinson

2. County Council District

District 6

3. Current Mailing Address

5278 Eubanks Rd
Jefferson, sc SC 29718
United States

*4. Years Residing in Kershaw County?

40

*5. Years Residing in South Carolina?

45

6. Are you a registered south Carolina Voter?

Yes

7. Sex

Female

8. Best Phone Number to Reach You

(803) 320-2241

*9. Email

robinsonfaith_37@yahoo.com

*10. Current Employer

Concentrix

11. Employer's Address

8000 BAYMEADOWS WAY
JACKSONVILLE FL 32256
USA

*12. Normal Working Hours

9am - 5:30 pm

13. Have you ever been convicted of a felony?

No

*14. Please provide any educational information (high school, college, graduate school, etc.)

Graduated high school from North Central High School 1992 Graduated with Bachelor of Arts in History with Education Minor from University of South Carolina 2005

15. 1st CHOICE: Please select a board or commission below as your 1st Choice in serving as a volunteer

Library Board of Directors

16. 2nd CHOICE: Please select a board or commission below as your 2nd Choice in serving as a volunteer

Parks & Recreation Commission

17. 3rd CHOICE: Please select a board or commission below as your 3rd Choice in serving as a volunteer

Planning & Zoning Commission

18. List any information you feel pertinent to the position, if any:

****SKIPPED****

19. List any previous service to the County, State, City or other Boards or Commission:

****SKIPPED****

***20. Signature: By typing your name below you are verifying this application**

Faith A. Robinson