



Kershaw County



AGENDA PACKET

Part 2 of 2

**KERSHAW COUNTY COUNCIL MEETING
TUESDAY, NOVEMBER 12, 2024**

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

BETWEEN

PROJECT NEW LIFE

AND

KERSHAW COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2024

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Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement

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 New Life	1.1
Project Location	Kershaw County, South Carolina	Exhibit A
Tax Map No.	[●]	Exhibit A
FILOT		
• Phase Exemption Period	20 years	1.1
• Investment Commitment	\$10,000,000	1.1
• Jobs Commitment	N/A	
• Investment Period	5 years	1.1
• Assessment Ratio:	6%, subject to adjustment	4.1
• Millage Rate	351.5 mills	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	Failure to invest \$10 million in the Project during the Investment Period terminates the Fee Agreement.	6.1
Multicounty Park	Kershaw County / Lee County Multicounty Park	1.1
Special Source Revenue Credit		5.1
• Brief Description	Twenty five percent (25%) special source revenue credit against each FILOT Payment due with respect to the Economic Development Property	5.1
• Credit Term	5 property tax years	5.1
• Claw Back information:	Failure to invest \$10 million in the Project 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 [●], 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 New Life, and a limited liability company organized and existing under the laws of the State of South Carolina ("***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 made, or caused to be made, by the Sponsor in real and personal property of approximately \$16,050,000, including, but not limited to, the acquisition of certain existing real property located in the County, and the creation of at least thirty-two (32) new, full-time jobs;

(d) By an ordinance enacted on [●], 2024, 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 \$[●].

“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, 2024.

“Contract Minimum Investment Requirement” means an aggregate investment of \$10,000,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project (without regard to any depreciation, reassessment, or other diminution in value).

“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 property tax years during the Fee Term for which the Special Source Revenue Credit is applicable, as described in Section 5.01 hereof.

“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.

“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.

“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, including, but not limited to, that certain building and other real property improvements heretofore acquired by the Sponsor Affiliate pursuant to that certain Agreement of Sale dated as of [●] by and between the Sponsor Affiliate and [●].

“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 Property comprising the Project, in whole or in part, 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, 2024, is expected to end on December 31, 2029, 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 Section 5.1 hereof.

“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, which land was acquired by the Sponsor Affiliate pursuant to that certain Agreement of Sale dated as of [●] by and between the Sponsor Affiliate and [●], 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 New Life 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 8, 2024.

(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 Economic Development Property will be placed in service during the calendar year ending December 31, 2024. 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 due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

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, 2024, which the parties believe to be 351.5 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.

(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 and each other Sponsor Affiliate is entitled to claim, and the County hereby grants a Special Source Revenue Credit to reduce any FILOT Payments due and owing from the Sponsor and each Sponsor Affiliate with respect to the Economic Development Property to the County under this Fee Agreement for a period of five (5) consecutive property tax years, in an amount equal to twenty-five percent (25%) of each such FILOT Payment, commencing with such FILOT Payment(s) due for the property tax year in which the Economic Development Property is initially placed in service. In no event may the aggregate Special Source Revenue Credit claimed by the Sponsor and any Sponsor Affiliates pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year to 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 Section 5.1 hereof and reflecting the Special Source Revenue Credit.

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.* In the event that the aggregate cost of the Project (without regard to depreciation, reassessment, or other diminution in value) that the Sponsor and any Sponsor Affiliates acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Sponsor or any Sponsor Affiliate, as the case may be, 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 such entity's portion of the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of such 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 Sponsor or such Sponsor Affiliate, as the case may be, 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 Sponsor or such Sponsor Affiliate, as the case may be, has made with respect to such 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 aggregate 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, reassessment, or other diminution in value) 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 [●], [●], 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, [●], and its 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 NEW LIFE

[●] [●] [●] WITH A COPY TO (does not constitute notice):

Maynard Nexsen PC
Attn: Tushar Chikhlikar, 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: _____
Ben Connell, 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 NEW LIFE

By: _____

Name: _____

Title: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[To be inserted.]

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, or ratifies its prior consent set forth in Section 9.1 of the Fee Agreement, 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: _____

NEW BUSINESS



South Carolina Equine Promotion Foundation a 501(c)(3) non-profit organization
not state funded

South Carolina EQUINE PARK

Your Camden Showgrounds



443 Cleveland School Road, Camden SC 29020 I-20 Exit 101

60 acres, 9 barns, 288 stalls, 5 show rings (2 covered, 3 outdoor),
Cattle Pens, RV Parking, Café, Pavilion and more

Kershaw County Non-Profit Emergency Grant Request

South Carolina Equine Promotion Foundation A 501c3 Non-Profit Organization Promoting the Horse Industry in South Carolina

- Formed in 2007, the Foundation's **MISSION: To provide sustainable economic growth through the rich heritage and tradition of the state's equine industry**; to create the partnerships that lead to the construction and completion of the equine facility; and to undertake related projects and programs that attract regional, national, and international audiences.

The Foundation's first project was to create the South Carolina Equine Park, a world-class, multi-purpose, multi-discipline horse show facility in Camden, SC, which opened September 2009.

- **In 2009 Kershaw County purchased the property where the South Carolina Equine Park Your Camden Showgrounds operates, and is the listed owner of the property. The Foundation leases the property from Kershaw County.**
- The South Carolina Equine Park averages over 30 event weekends per year, bringing thousands of people to Kershaw County annually for the past 15 years.
- The annual economic impact on Kershaw County is well over 4 million dollars per year (dining, hotels, fuel, shopping).

Hurricane Helene/Milton



Although Kershaw County was spared from major disaster, a **major loss of revenue** was sustained by the South Carolina Equine Park due to storm damage to our exhibitors, who are our customers and lifeblood of the facility.



3 of our **largest shows cancelled in October** due to exhibitors not being able to get out of their areas (Aiken, Augusta, Greenville, Spartanburg, western North Carolina and Florida)




Typically, these 3 shows **generate \$65,000** in revenue, which is used for **essential operating expenses** of the Park.



The Park also sustained **major maintenance expenses** this year: replacing a water truck, renting a water truck and skid steer until one was procured, and roadway repair due to storm damage totaling \$40,000 in expenditures.

Financial Situation

Oct-Dec typically generates 100k in revenue with Dec being our largest spend with approximately 10k to the County for Property and Liability Insurance. With the loss of October shows, we will be in a deficit of **\$65,000.00 for 2024.**



Expenses are utilities, payroll, waste management, insurance, gas/fuel, loan payments, marketing, shavings and supplies. They average 25k per month.

Maintenance expenses have been necessary to continue having shows: Footing, Roadway, Water Truck, Absolute must-haves or No shows.



We have always handled our operating expenses, however, coming out of covid (no shows for 6 months) in a deficit, maintenance of a 65-year-old-property, along with back to back hurricanes, has put us in a **critical needs** situation.

Grant Request \$65,000.00

APPOINTMENTS

**PLANNING
COMMISSION
APPLICANT(S)**

Mason Wolfe

(803) 572-2000 | mason@wolfemechanical.net | Lugoff, South Carolina

Vice President - Wolfe Mechanical & Equipment Company Inc.

November 4th, 2024

Kershaw County Planning Commission
Camden, SC 29020

Dear KC Planning,

For almost 30 years, I have been a proud citizen of Kershaw County. I grew up in Lugoff and still live here and work here locally for my family's industrial construction company. I am a licensed group five general contractor, and thus am familiar with building codes, permitting processes, and general information about the construction industry.

I am dedicated to serving our county and am currently doing so in a few different volunteer roles. As a member of the Lugoff Optimist Club, I am able to build relationships with youth groups, local law enforcement, and other members of the community to identify gaps in funding and help provide financial assistance. This is done by hosting fundraisers and collecting donations. You may be familiar with the annual Lights of Lugoff Christmas Parade, which is one of our biggest events each year.

Another volunteer role I play centers around my passion for keeping our county clean. As an officer for the Wateree Trash Festival, I have a key role in planning and hosting an annual litter pick-up on the Wateree River and the surrounding parks and boat launches. We do this to raise awareness for the pollution litter can cause to our environment. Last year we collected over 6,000 pounds of trash.

I would like to become a part of the Planning Commission to further serve my community. I'm a resident, a business owner and have a vested interest in the development of the county I am involved in. I hope my passion for Kershaw County shows through my application and I believe I have the ability to be successful in this role.

Sincerely,

Mason Wolfe

Name

Mason Wolfe

Address

598 Longtown Rd

City

Lugoff, SC

County

SC

Phone

(803)572-2000

Email

mhwolfe96@gmail.com

LinkedIn

[View LinkedIn Profile](#)

Resume

[View Resume](#)

Cover Letter

[View Cover Letter](#)

Occupation / Current Position**Vice President**

WOLFE MECHANICAL & Equipment Co. Inc. • May 2018 -
Current

Education**Bachelor's**

Business Management

References**Qualifiers**

Experience: Contractor

Expertise: Construction

Areas of Interest: Business, Construction,
Zoning and Planning, Government

Questions

What is your council district?

1

What is your race?

White

What is your gender?

Male

How long have you resided in Kershaw County

28 years

How long have you resided in South Carolina?

28 years

Are you a registered South Carolina voter?

Yes

What are your normal working hours?

7:30 am - 5:00 pm

Have you ever been convicted of a felony?

No

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

Licensed General Contractor

List any previous service to the county, state, city or other boards or commissions.

N/A

MASON H. WOLFE

mason@wolfemechanical.net | (803) 572-2000
598 Longtown Road, Lugoff, SC 29078

EDUCATION

Presbyterian College, Clinton, South Carolina

Graduation, May 2018

Bachelor of Science, **Business Administration**, concentration in **Management**, minor in **Political Science**

Major GPA 3.36/4.00 – Overall GPA 3.20/4.00

WORK EXPERIENCE

Wolfe Mechanical & Equipment Co., Inc., Lugoff, SC

May 2018 – May 2020

Welder

- Welded new construction process vessels and storage tanks using SMAW & TIG processes.
- Followed CAD drawings to assemble tanks and other parts.
- Travelled to various sites to perform plant installs and welding repairs at industrial facilities.
- Assisted in set-up and operation of CNC plasma machinery and software.

Wolfe Mechanical & Equipment Co., Inc., Lugoff, SC

May 2020 – April 2022

Auto CAD Drafter & Quality Control

- Interpreted customer provided specification sheets to draft construction drawings of new product vessels.
- Communicated with customers to ensure accuracy on CAD drawings.
- Created material test report logs to ensure material met ASME code requirements.
- Assisted in inspections of new vessels to ensure quality standards and codes were met before shipment.

Wolfe Mechanical & Equipment Co., Inc., Lugoff, SC

April 2022 – Present

Vice President

- Recruit and interview potential new hirers for office positions.
- Correspond with insurance brokers to provide health insurance and other benefits to employees.
- Communicate with a CPA about financials and review budgets each month.
- Assist in bidding, material ordering, and overseeing field installation projects.
- Create and edit company policies and procedures to ensure they are up to date and feasible.

LEADERSHIP AND INVOLVEMENT

Kappa Alpha Order, Social Fraternity, Presbyterian College

Corresponding Secretary

November 2016 - November 2017

- Managed all social media and recruitment
- Attended Greek Leadership Summit
- Attended Province Council Leadership Conference

Lugoff Optimist Club, Lugoff, SC

August 2023 - Present

Member

- Attend monthly meetings to brainstorm ideas for distribution of fundraiser money to local schools or charities.
- Participate and volunteer for local events at schools and provide dental kits to students in need.
- Help organize the annual Optimist Club golf tournament and Lights of Lugoff Christmas Parade.
- Create events to honor local EMS and First Responders.

Member of Board of Directors

- Attend meetings twice a year to assist club officers in making executive decisions for the club.

Justin Stevens



1023 Cherokee Blvd., Elgin, SC 29045 | (803) 530-0141 | jtstevens22@gmail.com

November 4, 2024

Kershaw County Boards & Commission

RE: Vacant Planning Commission Position

Thank you foremost for your time and initial consideration to serve my neighbors, community and county in the vacant position on the Kershaw County Planning Commission for District 1. As a long-time resident of Kershaw County and a proud product of our public education system, from Blaney Elementary to Lugoff-Elgin High School, I have a deep connection to this community and strong commitment to its continued growth.

Through my experience in public service serving the City of Columbia (SC), I have developed a strong comprehensive understanding of the unique challenges that affect communities and how thoughtful planning/development can increase the overall quality of life of citizens.

I am particularly passionate about a numerous of focus areas including sustainable development that further grows our County that accounts for citizens well-being first, providing high-quality educational and recreational opportunities for our younger generations, preserving our natural resources and investing in public infrastructure projects.

My wife and I, both life-long Kershaw County resident along with our families, have a strong desire to see the prosperity of our community in many facets that enhance the quality of life of our residents in our County. We are devoted to grow our family in Kershaw County and amplify the innumerable opportunities that our community provides. Thank you again for your consideration and a look forward to the continued success of Kershaw County.

Thank You and Sincerely,

Justin Stevens, District 1 Resident

Justin Stevens



1023 Cherokee Blvd., Elgin, SC 29045 | (803) 530-0141 | jtstevens22@gmail.com

Summary

Versatile and highly motivated Public Relations/Media Communications professional experienced in various communications fields including Public Relations, Media Relations, Public Information, Videography, Photography and other forms of digital/written communications. Organized, humble and team-oriented individual that strives to enhance the quality of work and organizational image.

Experience

City of Columbia Public Relations, Media & Marketing

Executive Media Relations and Communications Manager

June 24' – Present | Columbia, SC

- Develop and assist with strategic communication/media plans for City-wide initiatives or departmental goals.
- Collaborate with City Council and executive staff to promote key communication objectives.
- Facilitate working relationships with media, business leadership groups and hospitality districts.
- Manage and produce video, audio and other forms of media for the City's many communication platforms including social media, newsletters, websites, public access television, etc.
- Disseminate public information materials to the public, organizations and media outlets.
- Maintain and build professional relationships with co-workers, clients and the community.

City of Columbia Public Relations, Media & Marketing

Public Relations and Media Relations Manager

Jan. 22' – June 24' | Columbia, SC

Public Relations Multimedia Coordinator

June 17' – Jan. 22' | Columbia, SC

Public Relations Specialist

Nov. 14' – June 17' | Columbia, SC

Education

Bachelor of Arts in Journalism & Mass Communications | University of South Carolina

Major: Broadcast Journalism | Minor: Sports & Entertainment Manager | GPA: 3.861 | Class of 2014

- Interned and worked at various television and radio companies throughout the Columbia area.
- Held multiple student manager roles at the University's student television network.

Certifications & Skills

- Basic Public Information Officer Certification | **South Carolina Emergency Management Division**
- Advanced Public Information Officer Certification | **Federal Emergency Management Agency**
- Remote Pilot Certification | **Federal Aviation Administration**
- Strong Experience with Adobe Creative Suite,
- Experience knowledge in Public & Media Communications
- Strong experience in archiving & organizing media content
- Seasoned experience with social media & alternative forms of communication
- Accomplished writer in short & long form content
- Experienced skill in videography and photography

Name

Justin Stevens

Address

1023 Cherokee Blvd.

City

Elgin, SC

County

Kershaw

Phone

(803) 530-0141

Email

jtstevens22@gmail.com

LinkedIn

[View LinkedIn Profile](#)

Resume

[View Resume](#)

Cover Letter

[View Cover Letter](#)

Occupation / Current Position**Executive Public Relations & Media Relations Manager**

City of Columbia • Nov 2014 – Current

Education**Bachelor's**

Journalism

References**Qualifiers**

Experience: Artist/Music, Community Activist, Hospitality/Service Industry, Entrepreneur, Other

Expertise: Advertising / PR, Marketing, Personnel, Technology Management

Areas of Interest: Agriculture, Children, Community, Education, Environment, Government, History, Land Management, Public Utilities, Safety, Recreation, Tourism, Zoning and Planning, Technology, Arts

Questions

What is your council district?

1

What is your race?

White

What is your gender?

Male

How long have you resided in Kershaw County
27 years and three (3) years as a property owner.

How long have you resided in South Carolina?
33 Years

Are you a registered South Carolina voter?
Yes

What are your normal working hours?
8:00 a.m. - 5:00 p.m.

Have you ever been convicted of a felony?
No

List any information you feel pertinent to the position, if any.
I have strong experience in serving communities through public service, as well as assisting various boards/commissions in communications and outreach.

List any previous service to the county, state, city or other boards or commissions.
I've served the City of Columbia (SC) for 10 years, as a growing public relations professional to ensure citizens are informed and are able to experience opportunity throughout all districts of the City.