



**NEWBERRY COUNTY COUNCIL
COUNTY COUNCIL AGENDA**

July 19, 2023

6:00 P.M.

Call to order: Todd Johnson, Chairman
Invocation and Pledge of Allegiance: Council Member Mary Arrowood

1. Adoption of Consent Agenda
 - a. Newberry County Council Meeting Minutes – June 21, 2023
2. Additions, Deletions & Adoption of the Agenda
3. Recognitions:
 - a. Employee Service
 - i. Tommy Long 15 years Public Safety
 - ii. Robert Alexander 25 years Public Works
 - iii. Richard Attaway 10 years Sheriff
 - iv. Corey Cook 10 years Sheriff
 - b. Resolution No. 08-23 – A Resolution honoring Council Member Mary Arrowood
4. Presentations:
 - a. Newberry County Economic Development Strategic Plan - CEO Crystal Morphis, *Creative. It's a good thing.*
5. Ordinance No. 06-01-2023. An Ordinance authorizing the execution and delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and incentive agreement by and between Newberry County, South Carolina and *Project Rubicon* to provide for payment of a Fee-In-Lieu of Taxes; authorizing certain infrastructure credits; and other related matters.
 - a. Public Hearing

b. Third Reading

6. Resolution No. 09-23. A Resolution amending the employee handbook of the County of Newberry to provide for employee longevity awards and recognitions.
7. Consideration and approval of proposals for on-call environmental testing services for CPST and potential county projects (RFP# 2013-08) – Crystal Waldrop, Director of Purchasing
8. Consideration and approval of proposals for on-call debris monitoring and debris removal management services (RFP# 2023-10) – Crystal Waldrop, Director of Purchasing.
9. Consideration and approval of proposals for on-call debris removal and disposal services (RFP# 2023-11) – Crystal Waldrop, Director of Purchasing
10. Consideration and approval of proposals for engineering services for the Subertown Road / Gary Street, Whitmire, S.C. Sidewalk Project - CDBG Project # 4-CE-22-09 (RFP# 2023-12) – Crystal Waldrop, Director of Purchasing
11. Consideration of a motion to authorize the County Administrator to execute a Memorandum of Understanding with Greenwood County, Laurens County, Greenwood Commissioners of Public Works, and Laurens County Water and Sewer Authority to jointly fund an update to the Lake Greenwood Master Plan.
12. Appointments
 - a. Clerk to Council
 - b. Board of Rural Fire (Council District 2)
 - c. Other Appointments if necessary and desired by Council
13. Public Comments
14. Executive Session
 - a. Contractual Matter(s):
 - i. Discussion of matters related to the lease agreement with Newberry Pistol Club pursuant to SC Code of Laws Section 30-4-70(a)(2)

- a. Economic Development Matter(s):
 - i. Discussion of matters related to *Project Viking* pursuant to SC Code of Laws Section 30-4-70(a)(5)

15. Ordinance No. 07-01-2023. An Ordinance for the purpose of leasing county property located as a part of the Fairgrounds Property (TMS No. 399-39-2) to the Newberry Pistol Club.
 - a. First Reading

16. Resolution No. 10-23. An Inducement Resolution committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes agreement between Newberry County and *Project Viking*; identifying the project; and other matters related thereto.

17. Ordinance No. 07-02-2023. An Ordinance authorizing the execution and delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and incentive agreement by and between Newberry County, South Carolina and *Project Viking* to provide for payment of a Fee-In-Lieu of Taxes; authorizing certain infrastructure credits; and other related matters.
 - a. First Reading

18. Comments/Requests from County Administrator

19. Comments/Requests from Council

20. Future meetings
 - a. SCAC Conference / Institute of Government – July 31 – August 3, 2023
 - b. Finance Committee Meeting – August 14, 2023 at 6:00 p.m.
 - c. County Council Meeting – August 16, 2023 at 6:00 p.m.
 - d. County Council Meeting – September 6, 2023 at 6:00 p.m.

21. Adjournment

**NEWBERRY COUNTY COUNCIL
MINUTES
June 21, 2023**

Newberry County Council met on Wednesday, June 21, 2023, at 6:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.

Notice of the meeting was duly advertised, as required by law.

PRESENT: Todd Johnson, Chairman
Mary Arrowood, Council Member
Karl Sease, Council Member
Robert N. Shealy, Council Member
Johnny Mack Scurry, Council Member
Travis Reeder, Council Member
Les Hipp, Vice Chairman
Jeff Shacker, County Administrator
Karen Brehmer, Deputy County Administrator
Joanie Winters, Interim County Attorney
Debbie S. Cromer, Finance Director

Zoom: Mary Arrowood, Council Member

MEDIA: Andrew Wigger, Newberry Observer

Mr. Johnson called the meeting to order at 6:00 p.m. and determined a quorum to be present.

Mr. Shealy had the invocation followed by the Pledge of Allegiance.

1. Adoption of Consent Agenda

- a. Newberry County Council Meeting Minutes – June 7, 2023**
- b. Economic Development Committee Minutes – June 12, 2023**

Mr. Shealy made the motion to accept the minutes as submitted; seconded by Mr. Sease. The vote was unanimous.

2. Additions, Deletions & Adoption of the Agenda

Mr. Hipp made a motion to adopt the agenda as presented, seconded by Mr. Reeder. The vote was unanimously approved.

3. Ordinance No. 05-06-2023. An Ordinance to authorize the County of Newberry, by Newberry County Council, to sell real estate located in Pine Hill Circle between TMS No. 340-1-10 and TMS No. 340-1-15, and described on Exhibit "A", which is incorporated within the ordinance by reference, to the successful bidder, upon such terms and conditions as described in the request for bid.

a. Public Hearing

Mr. Johnson declared the public hearing open. There being no one to speak pro or con, the public hearing was closed.

b. Third Reading

Mr. Hipp made a motion this be third reading, Mr. Reeder seconded. The motion was unanimous.

4. Ordinance No. 06-01-2023. An Ordinance authorizing the execution and delivery of a Fee-In-Lieu of Ad Valorem Taxes and incentive agreement by and between Newberry County, South Carolina, and Project Rubicon to provide for payment of a Fee-In-Lieu of Taxes; authorizing certain infrastructure credits; and other related matters.

a. Second Reading

Mr. Shealy made a motion to make this be second reading, Mr. Hipp seconded.

5. APPOINTMENTS

Mr. Sease made a motion to appoint Carolyn Fulmer from District 3 to the Airport Commission; seconded by Mr. Hipp. The motion was unanimous.

Mr. Sease made a motion to appoint Leila Caldwell from District 3 to the Library Board; seconded by Mr. Shealy. The motion was unanimous.

Mr. Sease made a motion to appoint Jerry Alewine from District 3 to the Hospital Board; seconded by Mr. Shealy. The motion was unanimous.

Mr. Sease made a motion to appoint Barry Richardson from District 3 to the Hospital Board; seconded by Mr. Shealy. The motion was unanimous.

Mr. Johnson made a motion to appoint Toni Jenkins to the Library Board; seconded by Mr. Hipp. The motion was unanimous.

6. PUBLIC COMMENTS

No additional comments from the public.

7. EXECUTIVE SESSION:

a. Personnel Matter(s):

- i. Discussion of matters related to compensation of employees within department heads by appointed and elected officials of the county pursuant to SC Code of Laws Section 30-4-70(a)(1)**

b. Contractual Matter(s):

- i. Discussion of matters related to the lease agreement with Newberry Pistol Club pursuant to SC Code of Laws Section 30-4-70(a)(2)**

c. Economic Development Matter(s):

i. Discussion of matters related to Project Iron pursuant to SC Code of Laws Section 30-4-70(a)(5)

Mr. Shealy moved to go into Executive Session for the above-stated reasons; seconded by Mr. Sease. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

**EXECUTIVE SESSION
6:11 PM – 7:15 PM**

Mr. Sease moved to return to open session; seconded by Mr. Reeder. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

Mr. Johnson said no action was needed based on the Executive Session.

8. COUNTY COUNCIL MAY TAKE ACTION FOLLOWING EXECUTIVE SESSION ON MATTERS DISCUSSED DURING EXECUTIVE SESSION

No action was needed.

9. Resolution No. 07-23. An Inducement Resolution committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes agreement between Newberry County and Project Rubicon; identifying the project' and other matters related thereto.

Mr. Hipp made a motion to approve the Resolution; the motion was seconded by Mr. Scurry. The motion was unanimous.

10. COMMENTS/REQUESTS FROM COUNTY ADMINISTRATOR

Mr. Shacker stated the Comprehensive plan will be on the agenda for July 19, 2023. Council has already received the first three elements for review. There are 10 elements to the plan, staff has submitted to County the first of phase of this project.

Mr. Shacker stated the Economic Strategic Plan will also be on the July 19, 2023 agenda.

Mr. Shacker also stated that the pay plan is being finalized for the Council to approve.

Mr. Shacker stated the staff has several grant projects to bring before Council.

- a. Mawson's Way Extension
- b. Lynch's Woods Project

11. COMMENTS/REQUESTS FROM COUNCIL MEMBERS

Ms. Arrowood stated she appreciated Council for applying her to zoom for this meeting. Ms. Arrowood also stated she had submitted her resignation effective July 19, 2023.

Mr. Reeder thanked council and others for the telephone calls, texts, during the passing of his aunt.

Mr. Johnson stated it would celebrate her service on July 19, 2023.

Mr. Johnson also stated that he would be talking with Mr. Hipp regarding the reassignments of the committees.

12. FUTURE MEETINGS:

- a. **Public Safety Committee Meeting - July 10, 2023 at 6:00 p.m.**
- b. **County Council Meeting - July 19, 2023 at 6:00 p.m.**
- c. **SCAC Annual Conference/Institute of Government-July 31-August 3, 2023**
- d. **Finance Committee Meeting - August 14, 2023 at 6:00 p.m.**
- e. **County Council Meeting - August 16, 2023 at 6:00 p.m.**

13. ADJOURNMENT

There being no further business, Mr. Shealy moved to adjourn; seconded by Mr. Hipp. The vote was unanimous.

Mr. Johnson declared the meeting adjourned at 7:22 p.m.

NEWBERRY COUNTY COUNCIL

Todd Johnson, Chairman

Debbie S. Cromer, Finance Director

Minutes Approved: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

**RESOLUTION 08-23
HONORING
MARY C. ARROWOOD**

WHEREAS, Mary C. Arrowood was born in Whitmire, South Carolina and has been a proud, lifelong resident of Newberry County;

WHEREAS, after attending Greenville Technical College, Mary entered the real estate appraisal profession in 1994 and has held a real estate license from the State of South Carolina since 1995;

WHEREAS, in 2003, Mary embarked on a career in tax assessment when she was hired as a Residential Appraiser by Spartanburg County. Working in the Spartanburg County Tax Assessor’s Office for four years under Gil Bulman and Ed Hughes, Mary excelled and held progressively responsible positions within the department including Residential Appraiser, Senior Appraiser and Department Manager;

WHEREAS, Mary returned to Newberry County in 2007 when she was appointed Newberry County Tax Assessor – a position to which she aspired and ultimately retired from on April 1, 2020 after nearly fourteen years of exemplary service;

WHEREAS, during her highly successful tenure as Newberry County Tax Assessor, Mary completed three countywide reassessments and three aerial photography flyovers, implemented a new identification system for mobile homes, coordinated the conversion to a new, state-of-the-art Computer Assisted Mass Appraisal (CAMA) system, and oversaw the development of Newberry County’s Geographic Information System and the deployment of GIS and Assessor Office data to the web;

WHEREAS, Mary was a member of the County Assessors of South Carolina (CASC) and the South Carolina Association of Assessing Officials (SCAAO) and, during her lengthy and distinguished career as an assessing official, held a number of positions within those two organizations including: Secretary-Treasurer of CASC (2017-2019), member of the Board of Directors of SCAAO (2017-2019), President-elect of SCAAO (2019), President of SCAAO (2020 and 2021), and Past-President of SCAAO (2022). Mary was also named an Honorary Member of the South Carolina Association of Assessing Officials in 2020;

WHEREAS, Mary was elected to Newberry County Council in November 2020 to represent District Two and began her official duties as a county elected official in January 2021;

WHEREAS, during her time on Newberry County Council, Mary served on a number of Committees of County Council including Finance, Personnel and Intergovernmental, and Public Safety and Courts;

NOW, THEREFORE BE IT RESOLVED that Newberry County Council hereby recognizes Mary C. Arrowood for her outstanding professional achievements, for her many positive contributions to Newberry County government, and for her dedicated service to the citizens of Newberry County, South Carolina.

AND IT IS SO RESOLVED this 19th day of July 2023.

NEWBERRY COUNTY COUNCIL

(SEAL)

BY: _____
Todd Johnson, Chairman

Attest:

Susan C. Fellers, Clerk to Council

**Newberry County
Administration**
1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Project Rubicon

Prepared By: Rick Farmer

Department/Division: Economic Development

Legal Review: _____

Finance Review: _____

Administrator Review: _____

Requested meeting: Committee County Council

Title: Director

Date Prepared 7/13/23

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

Meeting Date: Wednesday, July 19, 2023

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget? Yes No

If NO, is a budget amendment necessary? Yes No

STAFF'S RECOMMENDED ACTION: Staff recommends Council consider third and final reading of the relevant documentation for Project Rubicon, a \$72 million expansion at a local industry. In exchange for this investment, Council has offered a 20-year fee-in-lieu-of-tax (FILOT) agreement, with a variable 8-year Special Source Revenue Credit of 50% in Year 1, 35% in Year 2, and 25% for Years 3 through 8.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER: There are only indirect costs associated with this in the form of legal fees. The ordinance under consideration requires the company to pay up to \$7,500 in costs. There are no county grants associated with this project.

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS: Ordinance #6-01-23, the ordinance authorizing the execution and delivery of the fee-in-lieu-of-tax agreement.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR NEWBERRY COUNTY
ORDINANCE NO. 06-01-2023

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND PROJECT RUBICON TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Newberry County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now 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 FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenwood County more particularly known as Greenwood-Newberry Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Rubicon, (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$72,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be retained, and the anticipated costs and benefits to the County, and hereby finds:

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

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of this Ordinance to the Clerk to County Council of Greenwood County.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

NEWBERRY COUNTY, SOUTH CAROLINA

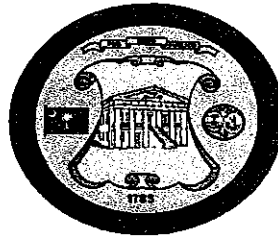
Chair, Newberry County Council

(SEAL)
ATTEST:

Clerk of Council, Newberry County Council

First Reading: June 7, 2023
Second Reading: June 21, 2023
Public Hearing: July 19, 2023
Third Reading: July 19, 2023

EXHIBIT A
FORM OF FEE AGREEMENT



Newberry County
 Administration
 1309 College Street
 Newberry, SC 29108
 803-321-2100

Agenda Briefing

Prepared By:	Katherine Cook		Title:	Director of Human Resources	
Department:	Admin	Division:			
Date Prepared:	July 14, 2023	Meeting Date:	July 19, 2023		
Legal Review				Date:	
Budget Review				Date:	
Approved for Consideration:					
Committee					
Subject:	Longevity Awards and Recognition				

STAFF'S RECOMMENDED ACTION:

We wish to continue recognizing our employees and their years of service by revising the current plan in place. For every 5-year increment of service we would like to reward our employees with a certificate, pin, and a one-time payment as indicated by our proposed payment schedule. We hope that by doing so we can continue to show our employees appreciation for their dedication and service to Newberry County.

REQUEST FOR COUNCIL RECONSIDERATION:

FIDUCIARY

Are Funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE

COUNCIL DISCUSSION

COUNCIL COMMENTS FOR CONSIDERATION

COUNCIL COMMENTS' Revised Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

**RESOLUTION NO: 09-23 AMENDING
THE NEWBERRY COUNTY
EMPLOYEE HANDBOOK**

WHEREAS, Newberry County Council desires to acknowledge the work of its employees and award those employees that choose to serve Newberry County for extended periods of time; and

WHEREAS, Newberry County Council has determined that the Employee Handbook should be modified with the following change and addition.

NOW, THEREFORE BE IT RESOLVED that Newberry County Council revises Section 11 of the Employee Handbook titled "PAYMENT OF WAGES" by adding paragraph "E" to read as follows:

"E. Longevity awards and recognitions

1. Newberry County wishes to recognize and reward those full-time employees (FTEs) that continuously serve Newberry County by implementing awards recognizing employee longevity in the amounts and increments of service in a one-time payment as follows and to be made in the pay period following the correspondent anniversary date of the employee:

i.	5 years	\$250.00
	10 years	\$300.00
	15 years	\$350.00
	20 years	\$400.00
	25 years	\$450.00
	30 years	\$500.00 (max for years thereafter)

For each five-year increment of service, all FTEs shall be recognized at a meeting of Newberry County Council and receive a certificate and pin acknowledging the continuous years of service of the named employee.

NOW, BE IT FURTHER RESOLVED that the above state policy shall be retroactively effective as of July 1, 2023.

AND IT IS SO RESOLVED this 19th day of July 2023.

NEWBERRY COUNTY COUNCIL

(SEAL)

BY: _____
Todd Johnson, Chairman

Attest:

Susan Fellers, Clerk to Council



Newberry County
 Administration
 1309 College Street
 Newberry, SC 29108
 803-321-2100

Agenda Briefing

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration	Division: Procurement
Date Prepared: July 10, 2023	Meeting Date: July 19, 2023
Legal Review: n/a	Date:
Budget Review: yes	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	
Subject: Request for Proposal No.: 2023-8 Environmental On-Call Services	

STAFF'S RECOMMENDED ACTION: Staff recommends the two top ranked firms to contract with for as needed on-call services; EAS Professionals and ECS Southeast.

FIDUCIARY: The funding will be provided by specific CPST projects that may require environmental testing to include, but not limited to soil testing, comprehensive asbestos and lead base paint surveys, and the ability to conduct Phase I and Phase II site assessments. The Public Works Department will occasionally need assistance with roadway issues.

Are Funds allocated in the department's current fiscal year budget?		Yes	No
If no, is a budget amendment necessary?		Yes	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA (s) OF LEGAL EXPOSURE:

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS: Evaluation sheets from evaluation committee and members

Request for Proposals: 2023-8 Environmental Services (on-call)

Evaluation Committee	Bartley	Powell	Waldrop	Average
Bunnell Lammons	92	87	87	89
EAS Professionals	99	81	94	91
ECS Southeast	95	84	95	91
Nova Engineering	92	78	82	84
Summitt Engineering	94	76	82	84

Staff Recommends we contract with the two highest ranked firms: EAS Professionals and ECS Southeast

The initial contract for the two firms will be three years, with option to renew for two consecutive, one year terms.

2023-8 Request for Proposals: Environmental Services (on-call)

Evaluation Sheet		Conformance to meeting requirements of solicitation (5 points)	Technical knowledge, ability, expertise of the firm (30 points)	Experience of firm (10 points)	Knowledge of geotechnical engineering properties and practices (20 points)	Proposed fees (35 points)	Total
Name of Firm							
Bunnell Lammons	5	30	9	19	30	92	0
EAS Professionals	5	30	9	20	35	99	0
ECS Southeast	5	30	10	26	30	95	0
Nova Engineering	5	30	8	19	31	92	0
Summitt Engineering	5	30	8	19	33	94	0

Name of Committee Member:

Nancy M. Bentley

The purpose of this solicitation is to obtain at least two firms to have on-call for potential County projects, as well as for the up-coming CPST projects

2023-8 Request for Proposals: Environmental Services (on-call)
Evaluation Sheet

Name of Firm	Conformance to meeting requirements of solicitation (5 points)	Technical knowledge, ability, expertise of the firm (30 points)	Experience of firm (10 points)	Knowledge of geotechnical engineering properties and practices (20 points)	Proposed fees (35 points)	Total
Bunnell Lammons	5	25	10	17	30	87 0
EAS Professionals	5	25	7	15	29	81 0
ECS Southeast	5	25	9	15	30	84 0
Nova Engineering	5	24	7	15	27	78 0
Summitt Engineering	5	20	7	15	29	76 0

Name of Committee Member:

Ron Powell
Building Inspector

The purpose of this solicitation is to obtain at least two firms to have on-call for potential County projects, as well as for the up-coming CPST projects

2023-8 Request for Proposal: Environmental Services (on-call & CPST)

Evaluation Sheet

Name of firm	Conformance meeting requirements of solicitation (5 points)	Technical knowledge, ability, expertise of firm (30 points)	Experience of firm (10 points)	Knowledge of geotechnical engineering properties and practices (20 points)	Proposed fees (35 points)	Total
Bunnell Lammons	5	25	9	18	30	87
EAS Professionals	5	25	9	20	35	94
ECS Southeast	5	30	10	20	30	95
Nova Engineering	5	23	9	15	30	82
Summitt Engineering	5	20	9	18	30	82

Name of Committee Member:

Crystal Waldorf

The purpose of this solicitation is to obtain at least two firms to have on-call for potential County projects, as well as up-coming CPST projects



Newberry County
 Administration
 1309 College Street
 Newberry, SC 29108
 803-321-2100

Agenda Briefing

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration	Division: Procurement
Date Prepared: July 10, 2023	Meeting Date: July 19, 2023
Legal Review: n/a	Date:
Budget Review: yes	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	
Subject: Request for Proposal No.: 2023-10 Debris Management and Monitoring Services	

STAFF'S RECOMMENDED ACTION: Staff recommends the top-ranked firm Thompson Consulting Services to contract with for this solicitation.

FIDUCIARY:

Are Funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA (s) OF LEGAL EXPOSURE:

SUMMARY DISCUSSION: FEMA requires that the County have a contract in place prior to the need in case there is a catastrophic event, and at that time, the contract will be implemented. Funds would be reimbursed by FEMA.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS: Evaluation sheets from evaluation committee and members

Request for Proposal: 2023-10

**Debris Monitoring and
Management of Debris Removal
Services**

Date: May 17, 2023 @ 3:00 p.m.

Newberry County Courthouse Annex
Conference Room, 1309 College Street,
Newberry

Proposer

Location of Company

Rostan Solutions LLC

Charleston, SC

Debris Tech, LLC

Picayune, MS

Witt Obrien's

Houston, TX

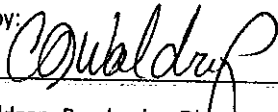
Thompson Consulting Services

Maitand, FL

Goodwyn Mills Cawood

Columbia, SC

Accepted by:



Crystal Waldrop, Purchasing Director

2023-10 Debris Monitoring and Management Services

Committee Evaluation	Long	Pisano	Waldrop	
Rostan Solutions, LLC	94	83	88	88
Debris Tech, LLC	90	94	91	92
Witt Obrien's	90	93	94	92
Thompson Consulting Services	96	97	99	97
Goodwyn Mills Cawood	93	85	89	89

****The evaluation committee recommends the highest ranked firm, Thompson Consulting Services

****The purpose of this solicitation is to adhere to FEMA's requirements for reimbursements if there is a catastrophic event.

2023-10

Request for Proposal: 2023-44; Debris Monitoring and Management Services

Vendor	Experience and Expertise of Firm on Similar Projects	Knowledge of FEMA Regulations and Procedures	Key Staff and Project Understanding	Management Systems/reporting systems/training	Cost Proposal	Total Points
Rostan Solutions, LLC	25	25	20	15	15	100
Debris Tech, LLC	23	23	20	15	13	94
Witt O'Brien's	22	22	20	14	14	90
Thompson Consulting Services	24	24	20	14	12	90
Goodwyn Mills Cawood	24	23	20	15	13	96
				15	11	93

Terry Long

Committee Member:

2023-10

Request for Proposal: 2023-14; Debris Monitoring and Management Services

Evaluation Criteria	Experience and Expertise of Firm on Similar Projects	Knowledge of FEMA Regulations and Procedures	Key Staff and Project Understanding	Management Systems/reporting systems/training	Cost Proposal	Total Points
Vendor	25	25	20	15	15	100
Rostan Solutions, LLC	20	21	19	12	11	83
Debris Tech, LLC	23	24	19	14	14	94
Witt Obrien's	24	24	19	14	12	93
Thompson Consulting Services	25	24	19	14	15	97
Goodwyn Mills Cawood	20	21	19	12	13	85

Committee Member:



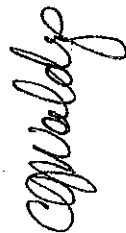
Mike Pisanò

Request for Proposal: 2023-10; Debris Monitoring and Management Services

Evaluation Criteria	Experience and Expertise of Firm on Similar Projects	Knowledge of FEMA Regulations and Procedures	Key Staff and Project Understanding	Management Systems/reporting systems/training	Cost Proposal	Total Points
Vendor	25	25	20	15	15	100
Rostan Solutions, LLC	20	23	20	15	10	88
Debris Tech, LLC	20	23	20	14	14	91
Witt Obrien's	24	23	20	14	13	94
Thompson Consulting Services	25	24	20	15	15	99
Goodwyn Mills Cawood	23	23	20	13	10	89

Committee Member:

Crystal Waldrop





Newberry County
 Administration
 1309 College Street
 Newberry, SC 29108
 803-321-2100

Agenda Briefing

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration	Division: Procurement
Date Prepared: July 10, 2023	Meeting Date: July 19, 2023
Legal Review: n/a	Date:
Budget Review: yes	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	
Subject: Request for Proposal No.: 2023-11 Debris Removal and Disposal Services	

STAFF'S RECOMMENDED ACTION: Staff recommends the top-ranked firm Southern Disaster Recovery to contract for this solicitation.

FIDUCIARY:

Are Funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA (s) OF LEGAL EXPOSURE:

SUMMARY DISCUSSION: FEMA requires that the County have a contract in place prior to the need in case there is a catastrophic event, and at that time, the contract will be implemented. Funds would be reimbursed by FEMA.

ADDITIONAL COMMENTS FOR CONSIDERATION: This solicitation is in conjunction with RFP 2023-10 for the monitoring services, who will manage the company who removes the debris, in the event there is a need. The initial contract will be for three years.

ATTACHMENTS: Evaluation sheets from evaluation committee and members.

Request for Proposal: 2023-11

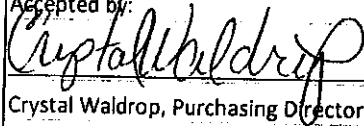
Date: May 16, 2023 @ 3:30 p.m.

Debris Removal and Disposal Services

Newberry County Courthouse Annex
Conference Room, 1309 College Street,
Newberry

Proposer	Location of Company
TRF Enterprises, Inc.	Leander, TX
DRC Emergerncy Services	Holly Ridge, NC
Southern Disaster Recovery, LLC	Greenville, SC
Ceres Environmental	Sarasota, FL
CTC Disaster Response, Inc	Topeka, KS

Accepted by:



Crystal Waldrop, Purchasing Director

2023-11 Debris Removal and Disposal Services


Request for Proposal	Long	Pisano	Waldrop	Average
TFR Enterprises, Inc	88	89	91	89
DRC Emergency Services	90	96	96	94
Southern Disaster Recovery	96	95	95	95
Ceres Environmental	88	98	97	94
CTC Disaster Response, Inc.	90	92	92	91

****Staff recommends the highest ranked firm, Southern Disaster Recovery

2023-11 Debris Removal and Disposal Services (FEMA Requirement)

Vendor	Expertise of Firm/Knowledge of FEMA Requirements (30)	Past Performance on Similar Projects and Proposed Approach (25)	Location of Firm (20)	Proposed Costs (25)	Total (100)
<i>TRF</i> TRF Enterprises, Inc	25	24	16	23 23	88
DRC Emergency Services	28	24	18	20	90
Southern Disaster Recovery	29	25	20	22	96
Ceres Environmental	28	24	18	18	88
CTC Disaster Response, Inc.	28	24	16	22	90

Committee Member: *Tommy Long*

2023-11 Debris Removal and Disposal Services (FEMA Requirement)					
Vendor	Expertise of Firm/Knowledge of FEMA Requirements (30)	Past Performance on Similar Projects and Proposed Approach (25)	Location of Firm (20)	Proposed Costs (25)	Total (100)
JFR					
TRF Enterprises, Inc	30	21	16	22	89
DRC Emergency Services	30	22	20	24	96
Southern Disaster Recovery	30	24	20	21	95
Ceres Environmental	30	25	18	25	98
CTC Disaster Response, Inc.	30	23	16	23	92
Committee Member:					
					

Mike Pisano Publicworks Director

2023-11 Debris Removal and Disposal Services (FEMA Requirement)

Vendor	Expertise of Firm/Knowledge of FEMA Requirements (30)	Past Performance on Similar Projects and Proposed Approach (25)	Location of Firm (20)	Proposed Costs (25)	Total (100)
TFR Enterprises, Inc	30	23	15	23	91
DRC Emergency Services	30	24	19	23	96
Southern Disaster Recovery	30	25	20	20	95
Ceres Environmental	30	25	17	25	97
CTC Disaster Response, Inc.	30	24	15	23	92

Committee Member:

Crystal Walden

Lake Greenwood Master Plan Update Financial Commitment
Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Greenwood County, Laurens County, Newberry County, the Laurens County Water and Sewer Commission (“LCWSC”), and the Greenwood Commissioners of Public Works (“CPW”) (collectively, the “Contributors”).

By this MOU, each of these five Contributors intends to and commits to making a financial contribution of a particular amount to the Lake Greenwood Master Plan Update (“LGMP Update”).

The LGMP Update is to be performed by consulting firm Arnett Muldrow & Associates Ltd. (“Arnett Muldrow”), as more fully outlined in the Agreement for Planning Services signed by Greenwood County and Arnett Muldrow, with an effective date of July 18, 2023. This Agreement for Planning Services is attached to this MOU as Exhibit 1.

The cost of the LGMP Update is \$108,000.00.

Greenwood County will contribute \$55,000.00.

Laurens County will contribute \$25,000.00.

Newberry County will contribute \$5,000.00.

LCWSC will contribute \$11,500.00.

CPW will contribute \$11,500.00.

Contributions from the Contributors will be made to Greenwood County without delay.

This MOU may be executed in any number of counterparts, all of which taken together constitute the same instrument. The MOU commences immediately upon the signature of all Contributors, and will remain in place for so long as its purpose remains unfulfilled.

This MOU is governed by and construed in accordance with the laws of the State of South Carolina, except for its conflicts of law provisions.

This MOU supersedes and/or replaces any prior contract or agreement between the Contributors related to its subject matter. The terms of this MOU control over any conflicting terms in any referenced agreement or document.

No party may assign any rights or delegate any of its obligations under this MOU without the prior written consent of all of the Contributors.

This MOU may not be modified or amended except by an instrument or instruments in writing signed by all of the Contributors.

This MOU contains the entire agreement between the Contributors related to its subject matter.

[signature page follows]

Greenwood County

Toby Chappell, County Manager

Date

Laurens County

By: _____
Its: _____

Date

Newberry County

By: _____
Its: _____

Date

Laurens County Water and Sewer Commission

By: _____
Its: _____

Date

Greenwood Commissioners of Public Works

By: _____
Its: _____

Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 07-01-23

**AN ORDINANCE FOR THE PURPOSE OF LEASING COUNTY PROPERTY
LOCATED AS A PART OF THE FAIRGROUNDS PROPERTY (TMS NO. 399-
39-2)**

WHEREAS, Newberry County Council desires to continue leasing the former Horse Stables located on the Fairgrounds and access from U.S. Highway 34 in the city of Newberry to the Newberry Pistol Club for use as a shooting range and associated services; and

WHEREAS, in compliance with Section 4-9-130 of the South Carolina Code of Laws, a public hearing has been duly advertised and held; and

WHEREAS, Newberry County Council finds it to be an appropriate use of this facility in furtherance of the health and general welfare and benefit to the citizens of Newberry County.

NOW, THEREFORE BE IT ORDAINED by the County Council of the County of Newberry, in Council duly assembled this 19th day of July 2023 that the lease attached hereto is approved and shall be executed by the appropriate official.

NEWBERRY COUNTY COUNCIL

(SEAL)

BY: _____
Todd Johnson, Chairman

ATTEST:

Approved as to form:

Susan C. Fellers, Clerk to Council

Joanie Winters, Interim County Attorney

1st Reading: July 19, 2023
2nd Reading: August 16, 2023
Public Hearing: September 6, 2023
3rd Reading: September 6, 2023

Jeff Shacker, County Administrator

Newberry County
Administration
1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Project Viking

Prepared By: Rick Farmer

Department/Division: Economic Development

Legal Review: _____

Finance Review: _____

Administrator Review: _____

Requested meeting: Committee County Council

Title: Director

Date Prepared 7/13/23

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

Meeting Date: Wednesday, July 19, 2023

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget? Yes No

If NO, is a budget amendment necessary? Yes No

STAFF'S RECOMMENDED ACTION: Staff recommends Council consider first reading of the documentation required to incent the company behind Project Viking to expand. This is a \$17 million expansion at a local industry. Council has agreed to offer the company a 20-year fee-in-lieu-of-tax (FILOT) agreement, and an associated 10-year Special Source Revenue Credit of 20% for Years 1 through 10.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER: There are only indirect costs associated with this in the form of legal fees. The ordinance under consideration requires the company to reimburse the county for up to \$10,000 in legal and administrative costs. No county grants are being offered, but the State of SC has offered a \$100,000 grant and the County will be a pass-through agency.

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS: Resolution #10-23, an inducement resolution; Ordinance #07-01-23, the ordinance authorizing the fee-in-lieu-of-tax agreement.

RESOLUTION NO. 10-23

A RESOLUTION COMMITTING TO NEGOTIATE A FEE IN LIEU OF TAX AGREEMENT BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND [PROJECT VIKING] WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; IDENTIFYING THE PROJECT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Newberry County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act") and Title 4, Chapter 1 (the "Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended (the "Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers, the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, [Project Viking] (the "Company") desires to invest in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project of approximately \$17,703,823 in non-exempt investment and the expected creation of approximately (but not required) 30 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and infrastructure credit incentives with respect to the Project; and

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

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

Section 1. The County agrees to negotiate a FILOT Agreement, the provisions, terms and conditions of which shall be prescribed and authorized by subsequent ordinance(s) of the County Council.

Section 2. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 3. The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 4. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ___ day of _____, 2023.

(SEAL)

NEWBERRY COUNTY, SOUTH CAROLINA

By: _____
Jeff Shacker, County Administrator

ATTEST:

By: _____
Interim Clerk to County Council,
Newberry County, South Carolina

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

NEWBERRY COUNTY, SOUTH CAROLINA

and

[PROJECT VIKING]

Dated as of _____, 2023

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[To come]	Project Code Name:	Project Viking
Projected Investment:	\$17,703,823	Projected Jobs:	30
Location (street):	[To come]	Tax Map No.:	[To come]
1. FILOT			
Required Investment:	\$17,000,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	20 years
Millage:	0.367 mills	Net Present Value (if yes, discount rate):	N/A
Adjustable or fixed millage:	Fixed		
Clawback information:	See Section 4.03(a)		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Greenwood-Newberry Industrial Park ("Park") pursuant to that certain Master Agreement Governing the Greenwood-Newberry Industrial Park dated December 31, 2012.		
3. SSRC			
Total Amount:	See section 4.02		
No. of Years	10 years		
Yearly Increments:	20% for years 1-10		
Clawback information:	Pro rata clawback.		
4. Other information			

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2023 by and between **NEWBERRY COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Newberry County Council (the “*County Council*”) as the governing body of the County, and **[PROJECT VIKING]**, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.
2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).
3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of wood products.
4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.
5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.
6. By enactment of an Ordinance on _____, 2023, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic

Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

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

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [Project Viking], a Delaware corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Jobs Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 30 new, full-time jobs at the Project.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$17,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“*County*” shall mean Newberry 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 Administrator*” shall mean the Newberry County Administrator, the interim or acting Newberry County Administrator or the person holding any successor office of the County.

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

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

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

“*County Treasurer*” shall mean the Newberry County Treasurer, or the person holding any successor office of the County.

“*Defaulting Entity*” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“*Deficiency Amount*” shall have the meaning set forth for such term in Section 4.03(a) hereof.

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

“*Diminution in Value*” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“*Economic Development Property*” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“*Equipment*” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“*Event of Default*” shall mean any event of default specified in Section 6.01 hereof.

“*Exemption Period*” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“*Fee Agreement*” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“*FILOT*” or “*FILOT Payments*” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

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

“*FILOT Act Minimum Investment Requirement*” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

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

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

“*Investment Period*” shall mean, and shall be equal to, the Standard Investment Period.

“*Land*” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

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

“*MCIP Agreement*” shall mean the Master Agreement Governing the Greenwood-Newberry Industrial Park dated December 31, 2012, as amended, between the County and Greenwood County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“*MCIP*” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“*Phase*” or “*Phases*” in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“*Project*” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the

extent the Company and any Sponsor Affiliates invest at least an additional \$45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

"Removed Components" shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

"Special Source Revenue Credits" shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

"Sponsor Affiliate" shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

"Standard Investment Period" shall mean 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.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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.

Section 1.02 Project-Related Investments

The term "investment" or "invest" as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

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

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.367 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is registered as a foreign corporation with the South Carolina Secretary of State and is duly authorized to transact 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 Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing wood products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the FILOT Act Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County, and the Company shall pay any Administration Expenses related to the addition of such additional real property to the MCIP.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 0.367 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of ten (10) consecutive years of this Fee Agreement. The application of such Special Source Revenue Credits shall begin in the same year as the Commencement Date and shall be provided by the County in an amount equal to twenty percent (20%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(c) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(d) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall automatically terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property

exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

Section 4.07 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

If the Company, together with any Sponsor Affiliate, fails to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement within the Investment Period the Company is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Company to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Company to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received

from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "*Indemnified Party*") harmless against and from all liability or claims arising from the County's execution of this 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.

(b) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this 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 Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to

afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim..

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member 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 shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Company will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$10,000 in connection with the execution and delivery of this Fee Agreement.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments. To designate a Sponsor Affiliate, the Company must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Company and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project.. 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 C, executed by the Sponsor Affiliate to the County.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Attn: _____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

Newberry County
Attn: County Administrator
1309 College Street
P.O. Box 156
Newberry, South Carolina 29108

With a copy to:

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

and

Winters Law Firm
P.O. Box 127
Chester, South Carolina 29706

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Interpretation; Invalidity; Change in Laws

(a) In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be 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 FILOT Act, to the extent not inconsistent with any of the explicit terms hereof.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates

the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County.

(c) In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

(d) Pursuant to this Section 7.08, in the event any incentive described in this Fee Agreement is found to be invalid and the Company and any Sponsor Affiliates do not realize the economic benefit they are intended to receive from the County under this Fee Agreement, the County shall provide the Company and any Sponsor Affiliates additional Special Source Revenue Credits to the maximum extent permitted by law, in an amount sufficient to ensure the same net financial benefit is afforded to the Project as is to be provided hereunder.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

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

**NEWBERRY COUNTY, SOUTH
CAROLINA**

By: Karen Brehmer
Interim Newberry County Administrator

ATTEST:

Interim Clerk to Newberry County Council

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

[PROJECT VIKING]

By: _____
Its: _____

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[To come]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify for and on behalf of the Company and not in my personal capacity in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2023 between Newberry County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

[PROJECT VIKING]

Name: _____

Its: _____

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of Tax and Special Source Credit Agreement, effective _____, 2023 ("*Fee Agreement*"), between Newberry County, South Carolina ("*County*") and Project Viking ("*Sponsor*").

1. Joinder to Fee Agreement.

[_____], 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 as if it were a Sponsor [except the following: _____]; (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 [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company 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 Company in the Project in the County.

4. 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.

5. Notice.

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

[_____]

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

Date

Name of Entity

By: _____

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.

NEWBERRY COUNTY, SOUTH CAROLINA

By: _____

Its: _____

EXHIBIT D

DESCRIPTION OF CLAW BACK

The Company's failure to meet the Contract Minimum Investment Requirement within the Investment Period shall result in a retroactive and proactive pro-rata claw back of the Special Source Revenue Credits. The retroactive payment due to the County shall be calculated as follows:

Repayment Amount = Total Received Special Source Revenue Credits x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

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

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement (\$17,000,000) and the Contract Minimum Jobs Requirement (30 jobs) will be counted.

For example, and by way of example only, if the County granted \$500,000 in Special Source Revenue Credits, and \$8,500,000 had been invested at the Project and 21 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 21/30 = 70%

Investment Achievement Percentage = 8,500,000/\$17,000,000 = 50%

Overall Achievement Percentage = (70% + 50%)/2 = 60%

Claw Back Percentage = 100% - 60% = 40%

Repayment Amount = \$500,000 x 40% = \$200,000

The Company shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 07-02-2023

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND [PROJECT VIKING] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, NEWBERRY COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on [_____], 2023 an inducement resolution (the “Inducement Resolution”) with [Project Viking] (the “Company”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing facilities in the County for the manufacture of wood products (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$17,703,823 in the County and the creation of approximately 30 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, at the request of the Company, the County desires to, among other things, (a) enter into a FILOT Agreement with the Company (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide

for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, there is hereby presented to this meeting the form of the Fee Agreement, a copy of which is attached hereto as Exhibit A, which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The acting County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the acting County Administrator, upon advice of counsel, her execution thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. To the extent the Project is not already located in the Park, the expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the acting County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of this Ordinance to the Clerk to County Council of Greenwood County, South Carolina.

Section 4. The acting County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

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

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of _____, 2023.

NEWBERRY COUNTY, SOUTH CAROLINA

(SEAL)

Jeff Shacker, County Administrator

ATTEST:

Clerk to County Council
Newberry County, South Carolina

First Reading: July 14, 2023
Second Reading: [____], 2023
Third Reading: [____], 2023
Public Hearing: [____], 2023

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

I, the undersigned Interim Clerk to County Council of Newberry County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of [____], 2023, [____], 2023, and [____], 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Interim Clerk, Newberry County Council

Dated: _____, 2023