



# ANDERSON COUNTY

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District 3

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District 4

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SPECIAL CALLED MEETING AGENDA  
ANDERSON COUNTY COUNCIL  
*May 8th, 2015 – 3:30 p.m.*  
Historic Courthouse – Council Chambers – Second Floor  
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:** Chairman Tommy Dunn
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Vice Chairman Ken Waters
3. **CITIZEN COMMENTS:** Agenda Matters
4. **EXECUTIVE SESSION CONCERNING ECONOMIC DEVELOPMENT**
5. **ORDINANCE – THIRD READING:**
  - a. **2015-011:** An ordinance authorizing the execution and delivery of one or more incentive agreements by and among Anderson County, South Carolina, and a company known to the county as **ONE WORLD TECHNOLOGIES, INC**, as sponsor, and one or more existing or to-be-formed or acquired subsidiaries, or affiliated or related entities and certain sponsor affiliates, to provide for a Fee in Lieu of *ad valorem* taxes incentive; to provide for the inclusion of the project in a multi-county business or industrial park; to provide for special source revenue credits; to provide for the addition of one or more sponsor affiliates; and other related matters. **PUBLIC HEARING – NO TIME LIMIT**  
Mr. Burriss Nelson (allotted 5 minutes)
  - b. **2015-012:** An ordinance authorizing the execution and delivery of one or more incentive agreements by and among Anderson County, South Carolina, and a company known to the county as **ONE WORLD TECHNOLOGIES, INC**, as sponsor, and one or more existing or to-be-formed or acquired subsidiaries, or affiliated or related entities; to provide for the inclusion of the project in a multi-county business or industrial park; to provide for special source revenue credits; and other related matters. **PUBLIC HEARING – NO TIME LIMIT**  
Mr. Burriss Nelson (allotted 5 minutes)
6. **RESOLUTION:**
  - a. **#R2015-028:** a resolution authorizing the execution and delivery of a project infrastructure agreement; and other matters related thereto. Mr. Burriss Nelson (allotted 5 minutes)
7. **CITIZENS COMMENTS**
8. **ADJOURNMENT**

**ORDINANCE NO. 2015-011**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, AND ONE WORLD TECHNOLOGIES, INC., AS SPONSOR, AND ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES, TO PROVIDE FOR A FEE IN LIEU OF *AD VALOREM* TAXES INCENTIVE; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; TO PROVIDE FOR THE ADDITION OF ONE OR MORE SPONSOR AFFILIATES; AND OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act"), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina ("Park"); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Act; and

WHEREAS, One World Technologies, Inc., a Delaware corporation, authorized or to be authorized to transact business in South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve herein or by future resolution, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in new investment in real and personal property no less than \$85,725,000 in the County ("Investment") and creation of an expected 100 new, full-time equivalent jobs, with benefits ("Jobs") in the County; and

WHEREAS, by its Resolution adopted on April 7, 2015, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or a portion thereof consisting of approximately 429 acres, more or less, within such tax map parcel bearing Tax Map Number

143-00-04-002, with improvements thereon, the legal description of which is set forth on the attached **Exhibit A** (“Project Property”); and

WHEREAS, the Project is or will be located in the Park established by that certain Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended (“Park Agreement”); and

WHEREAS, in accordance with the Park Agreement, the Company has requested the County to authorize the expansion of the Park’s boundaries to include the Project; and

WHEREAS, the County has determined to include the Project in the boundaries of the Park and ensure that the Project remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of the Fee Agreement; and

WHEREAS, in connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment and create the Jobs; and (ii) the County to provide certain incentives; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and the Sponsor Affiliate, the form of which is attached as **Exhibit B** (“Fee Agreement”), but with the principal terms as follows: 30-year term with an initial term extension of ten years, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2014, which the parties hereto believe to be 309.5 mills for the entire term of the FILOT arrangement; (ii) to provide an annual credit against those FILOT payments made by the Company and any of the Sponsor Affiliates to the County for the Project equal to ninety-five percent (95%) of such FILOT payments due for property tax years one through five, ninety percent (90%) of such FILOT payments due for property tax years six through ten, eighty-five percent (85%) of such FILOT payments due for property tax years eleven through fifteen, sixty percent (60%) of such FILOT payments due for property tax years sixteen through twenty, and fifty percent (50%) of such FILOT payments due for property tax years twenty-one through twenty-five (each a “Special Source Revenue Credit”) (property tax years one through twenty-five representing the “Credit Period”); (iii) the extension of the initial investment period under the Fee Agreement of five (5) years by an additional five years, for a total investment period term of ten (10) years; (iv) to provide for the waiver of any fees applied by the County’s Building and Codes Department, up to \$250,000; (v) to provide County funding necessary to cover the costs of certain off-site infrastructure improvements not otherwise covered by the state and utility grants provided for the Project; (vi) to provide a dedicated County liaison to assist the Company and the Sponsor Affiliate with all locational, permitting, construction and startup matters in connection with the Project and with ongoing existing business support services provided by the County; and (vii) other incentives further described in the Fee Agreement attached to this Ordinance (collectively, the “Incentives”); and

WHEREAS, Lex Anderson, L.P, a Delaware partnership, and Techtronic Industries North America, Inc., a Delaware corporation, both authorized or to be authorized to do business in South Carolina (“Sponsor Affiliate(s)”) (a) intend to participate in the investment under the Fee Agreement, (b) have each executed with the Company a Joinder Agreement, attached as Exhibit C and Exhibit D, and therefore wish to be approved by the County as Sponsor Affiliates, pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement (defined below); and

WHEREAS, the State's Coordinating Council for Economic Development ("CCED") approved or will approve a monetary grant for the Project's benefit, specifically to offset some of the costs associated with the Project ("State Grant"), the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

WHEREAS, the County understands that Blue Ridge Electric Cooperative and the South Carolina Power Team plan to provide one or more monetary grants for the benefit of the Project in the County ("Utility Grants"), the funds of which will be received and administered by the County, or its affiliates, as grantee, for the benefit of the Project; and

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

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

**Section 1. Findings.** The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County to qualify for the Fee term extension set forth in Section 12-44-30 of the Act.

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

**Section 3. Addition of Sponsor Affiliate(s).** The County confirms and ratifies the Sponsor Affiliates' participation in the Fee Agreement as Sponsor Affiliates as contemplated under the Act and the Fee Agreement.

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

**Section 5. *Approval of Extensions of Investment Period and Termination Date.*** The County hereby pre-approves and consents to a five (5) year extension of the investment period for the Project pursuant to Section 12-44-30(13) of the Act whereby the Company shall have an additional five (5) year period (added to the five (5) year initial investment period (“Initial Investment Period”) permitted to meet the minimum investment level) additional investments over and above the minimum investment level to fee-in-lieu of *ad valorem* tax treatment, provided the Company’s and any Sponsor Affiliate’s total investment in the Project at the end of the Initial Investment Period equals at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

(b) The County hereby pre-approves and consents to a ten (10) year extension of each Phase Termination Date as defined in the Fee Agreement pursuant to Section 12-44-30(21) of the Act.

**Section 6. *Grants Administration.*** The County shall administer the State Grant and/or the Utility Grants, as applicable, and immediately after receipt by the County and confirmation of the Company’s compliance with the terms and conditions of the State Grant and/or the Utility Grants, as applicable, shall provide the proceeds of the State Grant and/or the Utility Grants, as applicable, for the benefit of the Project and as further set forth in the Fee Agreement.

**Section 7. *Park Boundaries.*** The County Council agrees to include the Project in the Park and ensure that the Project remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of the Fee Agreement.

**Section 8. *Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 9. *Indemnification.*** (a) The Company shall and, in the Fee Agreement agrees to, indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Fee Agreement from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition or effect related to the Project. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requests of it by the Company, or by reason of

the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm, company or other legal entity, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Fee Agreement shall always govern.

**Section 11. *Compliance.*** Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

**Section 12. *Statutory Accommodation.*** Notwithstanding any other provisions, the County is executing the Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

**Section 13. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 14. *Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

ANDERSON COUNTY, SOUTH CAROLINA

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Tommy Dunn, Chairman  
Anderson County Council

(SEAL)

ATTEST:

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Kim Poulin, Clerk to Council  
Anderson County Council

Approved as to form:

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James Price  
County Attorney

First Reading: April 7, 2015  
Second Reading: April 21, 2015  
Third Reading: May 8, 2015  
Public Hearing: May 8, 2015

## EXHIBIT A

### Project Property Legal Description

All that certain piece, parcel or tract of land lying, being and situate in the County of Anderson, State of South Carolina, shown and designated at 429.60 acres, more or less, on a plat entitled "ALTA/ACSM Land Title Survey Anderson Co-Threatt, Project Machine" prepared by F&S Surveyors, Engineers & Planners, Inc. dated May 1, 2015 and recorded May \_\_\_\_\_, 2015 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Register of Deeds for Anderson County, SC. Reference to said plat is hereby made for a complete metes and bounds description.

This being a portion of the property conveyed to Threatt Enterprises, Inc. by deed of T.C. Threatt aka Thomas C. Threatt dated August 12, 1987 and recorded August 28, 1987 in Deed Book 21-E at Page 282 in the Office of the Register of Deeds for Anderson County, SC.

TMS# 143-00-04-002

**EXHIBIT B**

Fee Agreement

[Attached]

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**ONE WORLD TECHNOLOGIES, INC.**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**May 8, 2015**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
(803) 255-8000**

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EXHIBIT A: Property Description

EXHIBIT B: Certificate as to Cumulative Investment in Cost of Infrastructure

EXHIBIT C: Joinder Agreement

EXHIBIT D: Permit Fee Schedule

## FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT ("Fee Agreement") is made and entered into as of May 8, 2015, by and between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County and One World Technologies, Inc., a Delaware corporation, authorized or to be authorized to conduct business in South Carolina, along with affiliated or related entities, and assigns, as Sponsor (collectively, "Company") and any other party that may join as a Sponsor Affiliate as the term is defined in this Agreement (hereinafter, the County, the Company, and any of any Sponsor Affiliates are each referred to individually as a "Party" and, collectively, as "Parties").

### WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act"), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina ("Park") through the Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended ("Park Agreement"); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined in this Agreement) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in new investment in real and personal property estimated to be no less than \$85,725,000 in the County ("Investment Commitment") and

creation of at least 100 new full-time equivalent jobs, with benefits in the County (“Jobs Commitment”); and

(d) Pursuant to a Resolution adopted April 7, 2015, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 2015-011 adopted May 8, 2015, (“Fee Ordinance”), authorized (i) the execution and delivery of this Fee Agreement with the Company and any Sponsor Affiliates; (ii) the inclusion of the Project in the Park, pursuant to that certain Agreement for Development of Joint County Industrial and Business Park effective as of November 16, 2010, as amended (“Park Agreement”); (iii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; (iv) the extension of the initial investment period under the Fee Agreement of five (5) years by an additional five years, for a total investment period term of ten (10) years; (v) the extension of the term of the fee-in-lieu of *ad valorem* taxes arrangement under the Fee Agreement of 30 years by an additional ten (10) years, for a total term of forty (40) years; (vi) to provide for the waiver of any fees applied by the County’s Building and Codes Department, up to \$250,000, as described herein; (vii) the receipt and administration of certain state and utility economic development grants for the benefit of the Project as further described herein; (viii) the provision of County funding necessary to cover the costs of the Project Infrastructure Improvements (as further described herein) not otherwise covered by the state and utility grants provided for the Project; (ix) the provision of a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting and startup matters in connection with the Project and with ongoing existing business support services provided by the County; and (x) other incentives further described in this Fee Agreement or that Infrastructure Credit Agreement dated May 8, 2015 by and between the County and the Company.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## ARTICLE I DEFINITIONS

**Section 1.1 Terms.** The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chair” means the Chair of the County Council.

“Clerk of County Council” means the Clerk to the County Council.

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

“Commencement Date” means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service; or (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

“County Council” means the Anderson County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, is obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment Commitment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company or any Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company or any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment

Commitment for purposes of the Investment Commitment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending ten (10) years after the Commencement Date. The Investment Period is expected to end December 31, 2025. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

“Jobs Commitment” shall have the meaning set forth in the recitals set forth in this Fee Agreement and further clarified to include any new, full-time jobs with benefits created by the Company and any Sponsor Affiliate.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means with respect to each Phase of the Project the day thirty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-ninth full calendar year, after the Commencement Date.

“Project” shall include the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Infrastructure Improvements” shall have the meaning set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rock Developments, LLC.

“Real Property” means the real property upon which any part of the Project is to be constructed and expanded, as described in **Exhibit A** attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether

such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project shall be considered part of the Investment Commitment and qualify for FILOT Payments and other benefits pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act and who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit C.

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1 *Representations of the County.*** The County hereby represents and warrants to the Company and, as applicable, any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

**Section 2.2 *Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, duly organized and authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

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

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

**Section 2.3 *Representations of the Sponsor Affiliate.*** The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

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

(c) The Sponsor Affiliate intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

### **ARTICLE III FILOT PAYMENTS**

#### **Section 3.1 *Negotiated Payments.***

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following thirty-nine (39) years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 309.5 mills, which is believed to be that rate in effect on June 30, 2014 for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of forty (40) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.
- Step 4: With respect to the initial twenty-five (25) annual FILOT Payments paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined under Section 3.2 of this Fee Agreement.

(c) The County shall ensure that the Project is incorporated and will remain in the Park during the Fee Term. If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is party and that would enable the Sponsor and any Sponsor Affiliate receive the benefits afforded by having the Project incorporated into a Park.

(d) If by the end of the fifth year after the Commencement Date, the Company along with any Sponsor Affiliate have demonstrated substantial compliance with this Agreement by collectively achieving at least ninety percent (90%) of the Investment Commitment and meeting the Jobs requirement (“Substantial Compliance”), the Company shall be deemed by the County to have met its commitments under this Agreement and the FILOT benefits described in this Section 3.1 shall continue; however, should the Company and any Sponsor Affiliate fail to achieve Substantial Compliance, the portions of the Project previously subject to the FILOT shall revert prospectively to normal *ad valorem* tax treatment, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation permitted by law. Provided that the Company along with any Sponsor Affiliate have achieved Substantial Compliance as defined herein, there shall be no further obligations with respect to the fee-in-lieu of *ad valorem* benefits provided under this Fee Agreement.

(e) In the event that the Act and/or the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company, or any Sponsor Affiliate, as applicable, shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, or any Sponsor Affiliate, as applicable, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company or any Sponsor Affiliate, as applicable, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, or any Sponsor Affiliate, as applicable, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

**Section 3.2 Special Source Revenue Credit.** As an inducement for the Investment Commitment and in accordance with Section 12-44-70 of the Act, the County grants to the Company, and, as applicable, any Sponsor Affiliate, Special Source Revenue Credit (“SSRC”) benefits in accordance with the following schedule:

- a) ninety-five percent (95%) of the value of the annual FILOT Payment due for property tax years one (1) through five (5);
- b) ninety percent (90%) of the value of the annual FILOT Payment due for property tax years six (6) through ten (10);
- c) eighty-five percent (85%) of the value of the annual FILOT Payment due for property tax years eleven (11) through fifteen (15);
- d) sixty percent (60%) of the value of the annual FILOT Payment due for property tax years sixteen (16) through twenty (20);
- c) and fifty percent (50%) of the value of the annual FILOT Payment due for property tax years twenty-one (21) through twenty-five (25) (collectively tax years one (1) through twenty-five (25) represent the “Credit Period”) beginning with the first year for which a FILOT Payment becomes due.

If the Company along with any Sponsor Affiliate collectively make less than the Investment Commitment OR create less than the required Jobs Commitment by the end of the third year after the first property tax year for which a FILOT Payment becomes due, anticipated to be December 31, 2019, the SSRC will be reduced to sixty percent (60%) prospectively beginning with the FILOT Payment due in connection with the fourth property tax year (“SSRC Adjustment”). Should the SSRC Adjustment be applied, then, if by the end of the fourth or fifth year after the first property tax year, the Company along with any Sponsor Affiliate is able to achieve, collectively, the Investment Commitment and the Jobs Commitment, the SSRC Adjustment shall be terminated and the SSRC benefits shall revert back to the SSRC benefits schedule set forth in Section 3.2(b) above. Regardless whether the Investment Commitment obligation is achieved, should the Company and any Sponsor Affiliate under this Fee Agreement, collectively, create less than the required Jobs Commitment by the end of the fifth year after the first property tax year for which a FILOT Payment becomes due, the SSRC will terminate prospectively. Regardless whether the Jobs Commitment obligation is achieved, should the Company and any Sponsor Affiliate under this Agreement, collectively, make investments less than the required Investment Commitment by the end of the fifth year after the first property tax year for which a FILOT Payment becomes due, the SSRC will terminate prospectively.

Notwithstanding the foregoing, there will be no refunds by the Company and/or Sponsor Affiliate to the County of any SSRC previously received.

With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company, and, as applicable, any Sponsor Affiliate, shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Infrastructure Credit Act.

The Company and any Sponsor Affiliate intends to use the SSRC to pay for or reimburse itself for eligible expenditures (“Cost of Infrastructure”), which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Real Property. Prior to the first year’s SSRC to be credited against the Company’s FILOT Payments as provided in this Section 3.2, the

Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31 of the year to which such FILOT Payments relate. For example, should the Company elect to apply the SSRC against its 2017 FILOT bill (which is anticipated to be due and payable on or before January 15, 2018), the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31, 2016. The form of such certification is attached hereto as Exhibit B. The Company shall re-certify the cumulative amount of the Cost of the Infrastructure if, in any year in which an SSRC is to be applied, the cumulative amount of the SSRCs will exceed the cumulative amount of the Cost of Infrastructure as previously certified. The Company and Sponsor Affiliates, if any, shall not claim or be entitled to any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which the SSRC is provided by the County.

**Section 3.3 *FILOT Payments on Replacement Property.*** If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company and, as applicable, any Sponsor Affiliate, shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and, as applicable, any Sponsor Affiliate, for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.4 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

**Section 3.5 *Place and Allocation of FILOT Payments.*** The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

**Section 3.6 *Removal of Equipment.*** Subject always to Section 3.3 and to the statutory requirement to maintain the Minimum Investment in the Project in order to maintain the FILOT arrangement herein, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become

subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

### **Section 3.7 *Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

### **Section 3.8 *Condemnation.***

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.9 *Maintenance of Existence.*** The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company

or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the provisions of Section 3.13(d) hereof, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

**Section 3.10 Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 3.11 Addition of Sponsor Affiliates.** Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the terms of that Joinder Agreement attached as Exhibit C.

**Section 3.12 Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the

Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

**Section 3.13 *Events of Default.*** The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, any Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under the Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County; or

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 3.14 *Remedies on Default.*** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate (a copy of which shall be provided to the Company by the County), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

(c) With respect to the SSRC, the exclusive remedy shall be set forth in Section 3.2 of this Fee Agreement.

(d) With respect to the fee-in-lieu of *ad valorem* tax benefits, the exclusive remedy shall be set forth in Section 3.1 of this Fee Agreement.

**Section 3.15 *Collection of FILOT Payments.*** In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

**Section 3.16 *Remedies Not Exclusive.*** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each

and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

**Section 3.17 *Leased Equipment.*** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-100 or PT-300.

**Section 3.18 *Waiver of Recapitulation Requirements.*** As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

**Section 3.19 *Fiscal Year; Property Tax Year.*** If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

**Section 3.20 *Reports; Filings.***

(a) Each year during the term of this Fee Agreement, the Company, and any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, to be filed with the Anderson County Auditor, the Anderson County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

**Section 3.21 *Payment of Administrative Expenses.*** The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents, and, aside from reasonable attorneys' fees set forth below, or as may be necessitated in the future by request of the Company pertaining to matters outside of the immediate scope of this Agreement, the County anticipates (but cannot guarantee) that no out of pocket expenses in connection with the Transaction Documents and the transactions authorized hereby should arise in the future. The parties

understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$10,000.

**Section 3.22 *Miscellaneous Incentives.*** The County shall provide for the following miscellaneous incentives: (i) the waiver of any fees applied by the County's Building and Codes Department, up to \$250,000, including but not limited to those fees set forth on the summary of fees included as Exhibit D; (ii) a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting, construction and startup matters in connection with the Project and with ongoing existing business support services provided by the County; (iii) to provide for the administration of certain state and utility grants; (iv) to provide a County grant necessary to cover the costs of the Project Infrastructure Improvements not otherwise covered by the state and utility grants provided for the Project to offset the balance of the costs associated with the Project Infrastructure Improvements; and (iv) to provide for the delivery of the Project Infrastructure Improvements as further set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rocks Development, LLC.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1 *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 three business days after 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:

AS TO THE COUNTY:                   Anderson County, South Carolina  
  ATTN: Rusty Burns  
  County Administrator  
  101 South Main Street  
  PO Box 8002  
  Anderson, SC 29621  
  Telephone: +1 (864) 260-4062  
  Facsimile: +1 (864) 260-4356  
  Email: [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

WITH A COPY TO:                   Anderson County, South Carolina  
(shall not constitute notice)       ATTN: Leon Harmon  
  County Attorney  
  101 South Main Street  
  PO Box 8002  
  Anderson, SC 29621  
  Telephone: +1 (864) 222-2123  
  Facsimile: +1 (864) 833-1665  
  Email: [lharmon@nexsenpruett.com](mailto:lharmon@nexsenpruett.com)

AS TO THE COMPANY:               Bette Ann Braeutigam  
  One World Technologies, Inc.  
  1424 Pearman Dairy Road  
  Anderson, SC 29625

Telephone: (864) 964-3352  
Facsimile: (864) 716-1063  
Email: BetteAnn.Braeutigam@ttigroupna.com

WITH A COPY TO:  
(shall not constitute notice)

Parker Poe Adams & Bernstein LLP  
ATTN: Sam C. Moses, Esquire  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29202  
Telephone: (803) 255-8000  
Facsimile: (803) 255-8017  
Email: sammoses@parkerpoe.com

**Section 4.2 *Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. 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 4.3 *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 4.4 *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 4.5 *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 4.6 *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

**Section 4.7 *Further Assurance.*** From time to time, and at the Company's and Sponsor Affiliate's expense, the County agrees to execute and deliver to the Company and Sponsor Affiliate such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.8 *Severability.*** 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

**Section 4.9 *Limited Obligation.*** NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

**Section 4.10 Indemnification.** (a) The Company shall indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Fee Agreement from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition or effect related to the Project. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm, company or other legal entity, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Fee Agreement shall always govern.

*[signatures on following pages]*

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

ANDERSON COUNTY, SOUTH CAROLINA

---

Tommy Dunn, Chairman  
Anderson County Council

---

Rusty Burns  
County Administrator

*(SEAL)*

ATTEST:

---

Kim Poulin, Clerk to Council  
Anderson County, South Carolina

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

ONE WORLD TECHNOLOGIES, INC.

\_\_\_\_\_

BY \_\_\_\_\_

ITS \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All that certain piece, parcel or tract of land lying, being and situate in the County of Anderson, State of South Carolina, shown and designated at 429.60 acres, more or less, on a plat entitled "ALTA/ACSM Land Title Survey Anderson Co-Threatt, Project Machine" prepared by F&S Surveyors, Engineers & Planners, Inc. dated May 1, 2015 and recorded May \_\_\_\_\_, 2015 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Register of Deeds for Anderson County, SC. Reference to said plat is hereby made for a complete metes and bounds description.

This being a portion of the property conveyed to Threatt Enterprises, Inc. by deed of T.C. Threatt aka Thomas C. Threatt dated August 12, 1987 and recorded August 28, 1987 in Deed Book 21-E at Page 282 in the Office of the Register of Deeds for Anderson County, SC.

TMS# 143-00-04-002



**EXHIBIT C**

**JOINDER AGREEMENT FOR LEX ANDERSON L.P.**

**[Attached]**

## **JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement effective May 8, 2015 (“Fee Agreement”), between Anderson County, South Carolina (“County”) and One World Technologies, Inc. (“Company”).

### **1. Joinder to Fee Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: The second sentence of Section 3.9 is deleted and replaced with the following: “Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from (x) internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents or (y) with respect to the Sponsor Affiliate, from the restructuring, reorganization, merger, consolidation or sale of all or substantially all of the assets of Sponsor Affiliate or its parent are specifically authorized hereunder; and further, subject to the provisions of Section 3.13(d) hereof, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement.”; and, to the extent there are any reimbursement obligations set forth in Section 3.1(d) of the Fee Agreement for failure to meet the performance obligations therein; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

### **2. County Approval of Transfers.**

Subject to the terms of 12-44-120(C) of the Act, as applicable, transfers by Sponsor Affiliate, its successors or assigns of the Project by sale, assignment, encumbrance, foreclosure, deed in lieu of foreclosure or otherwise to an “Institutional Investor” are specifically approved and authorized by the County without any further action by the County Council. For purposes hereof, “Institutional Investor” means (1) a bank (state, federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, commercial credit corporation, savings and loan association (state or federal), corporate finance company, securities company, pension, welfare or retirement fund or system, pension advisory firm, mutual fund, so-called “private equity”, “opportunity fund” or “hedge fund” or other similar investment fund or government entity or plan, domestic or foreign real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), federal or state agency regularly making or guaranteeing mortgage loans, investment bank, an investment company, money management firm or “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional “accredited investor” within the meaning of Regulation D under the Securities Act of 1933, as amended, collective investment fund, sovereign wealth fund, endowment, foundation, educational institution, real estate mortgage investment conduit, securitization trust, a real estate mortgage investment conduit or REMIC, or any other corporation, limited liability company or partnership or any state or political subdivision thereof which is generally recognized in the

financing or real estate field as an institutional investor or which owns real properties and which has a net worth of not less than Fifty Million Dollars (\$50,000,000); (2) any corporation, limited liability company or partnership that is the parent or a wholly owned subsidiary of or is a combination of any one or more of the foregoing entities described in (1) above; or (3) any of the foregoing when acting as trustee, agent, or administrative agent for other lender(s) or investor(s), whether or not such other lender(s) or investor(s) are themselves Institutional Investors.

3. **Capitalized Terms.**

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

4. **Governing Law.**

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

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

Date: \_\_\_\_\_

LEX ANDERSON L.P.

By: Lex Anderson GP LLC, its general partner

By: LRA Manager Corp., its member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: c/o Lexington Realty Trust  
One Penn Plaza, Suite 4015  
New York, New York 10119

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

ANDERSON COUNTY, SOUTH CAROLINA

---

Tommy Dunn, Chairman  
Anderson County Council

---

Rusty Burns  
County Administrator

*(SEAL)*

ATTEST:

---

Kim Poulin, Clerk to Council  
Anderson County, South Carolina

**EXHIBIT D**

**JOINDER AGREEMENT FOR TECHTRONIC INDUSTRIES NORTH AMERICA, INC.**

**[Attached]**



**Anderson County**  
**Building and Codes Department**

Update: 7-10-13

401 E. River Street, Anderson, SC 29624 • (864) 260-4158 • Fax (864) 260-4795

**PERMIT FEE SCHEDULE**

**BUILDING PERMIT**

**RESIDENTIAL CONSTRUCTION:**

Construction Cost

\$1.00 - \$10,000 ..... \$50.00  
 Over \$10,000 ..... \$50.00 plus \$1.60 per \$1,000

**COMMERCIAL CONSTRUCTION:**

Construction Cost

\$1.00 - \$10,000 ..... \$50.00  
 Over \$10,000 ..... \$50.00 plus \$2.60 per \$1,000

**PLAN REVIEW FEE** ..... ½ Permit Fee  
*All Plan Review Fee's will be collected at time of Plan Review Submittal.*

**HEATING & AIR**

Construction Cost

\$1.00 - \$2,000 ..... \$30.00  
 \$2,001 - \$50,000 ..... \$30 plus \$5.00 per thousand over \$2,000  
 \$50,001 - \$100,000 ..... \$250 plus \$4.00 per thousand over \$50,000  
 \$100,001 - \$150,000 ..... \$400 plus \$3.00 per thousand over \$100,000  
 \$150,001 - \$200,000 ..... \$500 plus \$2.50 per thousand over \$150,000  
 \$200,001 and Up ..... \$575 plus \$2.00 per thousand over \$200,000

**PLUMBING**

Residential ..... \$20.00 plus \$2.50 per fixture  
 Commercial ..... \$30.00 plus \$3.00 per fixture

**ELECTRICAL**

**RESIDENTIAL** ..... \$60.00

**COMMERCIAL**

Construction Cost

\$1.00 - \$2,000 ..... \$50.00  
 \$2,001 - \$50,000 ..... \$50 plus \$5.00 per thousand over \$2,000  
 \$50,001 - \$100,000 ..... \$250 plus \$4.00 per thousand over \$50,000  
 \$100,001 - 150,000 ..... \$400 plus \$3.00 per thousand over \$100,000  
 \$150,001 - \$200,000 ..... \$450 plus \$2.50 per thousand over \$150,000  
 \$200,001 and Up ..... \$575 plus \$2.00 per thousand over \$200,000

**REINSPECTION FEE** .... \$20.00

**RENEWAL FEE** ..... \$20.00 per each  
 (Building, Electrical, Mechanical, Plumbing)

**SWIMMING POOLS** ..... \$50.00

**MOVING PERMIT** ..... \$45.00

**DEMOLITION PERMIT** ..... \$45.00

***MOBILE HOMES***

License Decal ..... \$5.00  
 Moving Permit ..... \$15.00  
 Inspection up to \$50,000 ..... \$50.00  
 Inspection over \$50,000 ..... \$50.00 plus \$1.30 per thousand over \$50,000



Accredited by the  
 American Public  
 Works Association

Member of the Anderson County Public Works Division

**ORDINANCE NO. 2015-012**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, AND ONE WORLD TECHNOLOGIES, INC., AS SPONSOR, AND ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("Infrastructure"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits; and

WHEREAS, One World Technologies, Inc., a Delaware corporation, authorized or to be authorized to transact business in South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities (collectively, "Company"), contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in new investment in real and personal property no less than \$85,725,000 ("Investment") in the County and the creation of an expected 100 new, full-time equivalent jobs, with benefits ("Jobs") in the County; and

WHEREAS, as inducement for the Project, the County has agreed to offer the Company certain incentives, including incentives related to the Company's existing facilities located in the County ("Existing Facilities"); and

WHEREAS, the Existing Facilities currently are used for non-manufacturing purposes in the County, and the real property upon which it sits and components thereon bear Tax Map Number 951402002, a legal description of which is set forth on the attached **Exhibit A**; and

WHEREAS, the Existing Facilities are or will be located in the Park established by that certain Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended ("Park Agreement"); and

WHEREAS, in accordance with the Park Agreement, the Company has requested the County to authorize the expansion of the Park's boundaries to include the Existing Facilities; and

WHEREAS, the County has determined to include the Existing Facilities in the boundaries of the Park and ensure that the Project remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of that certain FILOT Agreement effective May 8, 2015 between the Company ("FILOT Agreement"), in which the Investment and Jobs commitments described therein are inclusive of the Investment and Jobs commitment stated above; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Park are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "Fee Payment"); and

WHEREAS, in connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company to make the Investment and create the Jobs; and (ii) the County to provide certain special source revenue credits; and

WHEREAS, the County has determined to provide for: (i) an Infrastructure Credit ("Credit") to the Company against each Fee Payment for a period of seven (7) years in an amount equal to fifty percent (50%) of such Fee Payment in connection with the real and personal property comprising the Existing Facilities; (ii) the grant of additional credits to the Company in an amount that would offset the increase in the property taxes resulting from an increase in the property tax assessment ratio, provided that the classification of the Existing Facilities for property tax purposes increases the assessment ratio as a result of any change in the Company's use of the Existing Facilities ("Additional Credits"); and (iii) a waiver of any County-controlled building permit fees up to \$50,000, should the Company expand the Existing Facilities (collectively, "Incentives"), the terms of which will be further set forth in a future Infrastructure Credit Agreement; and

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

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

**Section 1. Findings.** The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County to qualify for the Fee term extension set forth in Section 12-44-30 of the Act.

**Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement.** The County Council authorizes and directs the County Council Chairman and the County Administrator to execute the Infrastructure Credit Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the

Chairman's and the County Administrator's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

**Section 3. *Park Boundaries.*** The County Council agrees to include the Existing Facilities in the Park and ensure that the Project remains in the Park or in any other multi-county park created under the MCIP Act for no less than the term of the FILOT Agreement.

**Section 4. *Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 5. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 6. *Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

ANDERSON COUNTY, SOUTH CAROLINA

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Tommy Dunn, Chairman  
Anderson County Council

(SEAL)

ATTEST:

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Kim Poulin, Clerk to Council  
Anderson County Council

Approved as to form:

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Leon Harmon  
County Attorney

First Reading: April 7, 2015  
Second Reading: April 21, 2015  
Third Reading: May 8, 2015  
Public Hearing: May 8, 2015

## EXHIBIT A

### Property Description

All that certain piece, parcel, or lot of land lying and being in Centerville Township, County of Anderson, State of South Carolina, being located at the southeastern corner of the intersection of S.C. Hwy. 28 Bypass and Whitehall Road (S-4-34) and being more fully shown and designated on an ALTA/ACSM As-Built Survey for Ryobi Motor Products Corporation, dated March 14, 2000, by Farmer and Simpson Engineers, Inc., and recorded in Plat Slide \_\_\_\_\_, Page \_\_\_\_\_, and having the following metes and bounds, to wit:

Beginning at a ¾" pipe on the eastern right-of-way (R/W) of S.C. Hwy. 28 By-pass and noted P.O.B., P.O.B. being located on a 50' site triangle at Whitehall Road and running thence across said 50' triangle N31°-14'-05"E, 54.96' to a ¾" pipe on the southern R/W of Whitehall Road; thence running along the southern R/W of Whitehall Road N85°-10'-08"E, 635.48' to a ¾" pipe; thence N87°-06'-21"E, 116.58' to a ¾" pipe; thence S89°-55'-06"E, 103.97' to a ¾" pipe; thence S87°-31'-16"E, 101.18' to a ¾" pipe at the corner of Duke Energy; thence leaving the R/W of Whitehall Road and running with the property of Duke Energy S04°-02'-19"W, 160.70' to a chain link fence post; thence S85°-57'-29"E, 150.57' to a 5/8" rebar; thence N03°-51'-34"E, 160.53' to a ¾" pipe on the southern R/W of Whitehall Road; thence running with the R/W of Whitehall Road and crossing Singer Road S85°-50'-33"E, 228.82' to a new PK nail in the centerline of Southern Railroad; thence leaving Whitehall Road and running with the centerline of Southern Railroad (R/W 100' from centerline) S50°-30'-37"E, 70.31' to a ¾" pipe; thence S50°-34'-22"E, 1,262.90' to a 1" pipe; thence leaving the centerline of Southern Railroad and running with the property of William B. and Harold A. Pickens, Jr., S71°-58'-56"W, 283.62' to a ¾" pipe, thence turning and continuing with the property of William B. and Harold A. Pickens, Jr. and crossing Singer Road S20°-11'-39"E, 1,418.51' to a concrete monument at Evergreen Hills Subdivision; thence turning and running along Evergreen Hills Subdivision with various owners S89°-28'-02"W, 316.80' to a concrete monument; thence S22°-51'-04"W, 91.23' to a ½" rod; thence S22°-50'-39"W, 124.93' to a 1" pipe; thence S22°-42'-15"W, 95.18' to a ¾" pipe in tree root; thence S23°-35'-30"W, 20.49' to a 1" pipe; thence S89°-21'-52"W, 441.75' to a concrete monument; thence S75°-11'-55"W, 127.92' to a ¾" rod; thence S75°-08'-37"W, 88.05' to a 5/8" rebar; thence S75°-09'-35"W, 351.44' to a concrete monument at the property of C & B Builders; thence turning and running with the property of C & B Builders N17°-14'-07"W, 105.48' to a concrete monument; thence S75°-00'-36"W, 190.09' to a 1" pipe on the eastern R/W of S.C. Hwy. 28 By-pass; thence running with the eastern R/W of S.C. 28 By-pass the following courses and distances; N17°-10'-30"W, 1,054.09' to a 1" pipe, N17°-09'-58"W, 342.66' to a 1 ½" pipe, N17°-57'-31"W 105.00' to a 1 ½" pipe, N19°-32'-28"W, 104.07' to a 1" pipe, N21°-04'-43"W, 100.52' to a 1 ½" pipe, N23°-02'-41"W, 161.75' to a 1" pipe, N24°-44'-32"W, 259.18' to a ¾" pipe, N24°-09'-34"W, 59.89' to a 1" pipe, N23°-45'-15"W, 100.17' to a ¾" pipe, N23°-37'-06"W, 27.86' to a ¾" pipe; thence N23°-18'-55"W, 475.13' to the P.O.B. and containing 102.37 acres gross.



Section 2. **Past and Future Acts.** The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees and agents any of these officials deems necessary and proper, including the County’s attorney for this Project, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution, carry out the performance obligations set forth in the Project Infrastructure Agreement, and induce the Company to locate the Project in the County. The County Council further authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the Project and the actions contemplated by this Resolution.

Section 3. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

*Resolved: May 8, 2015*

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

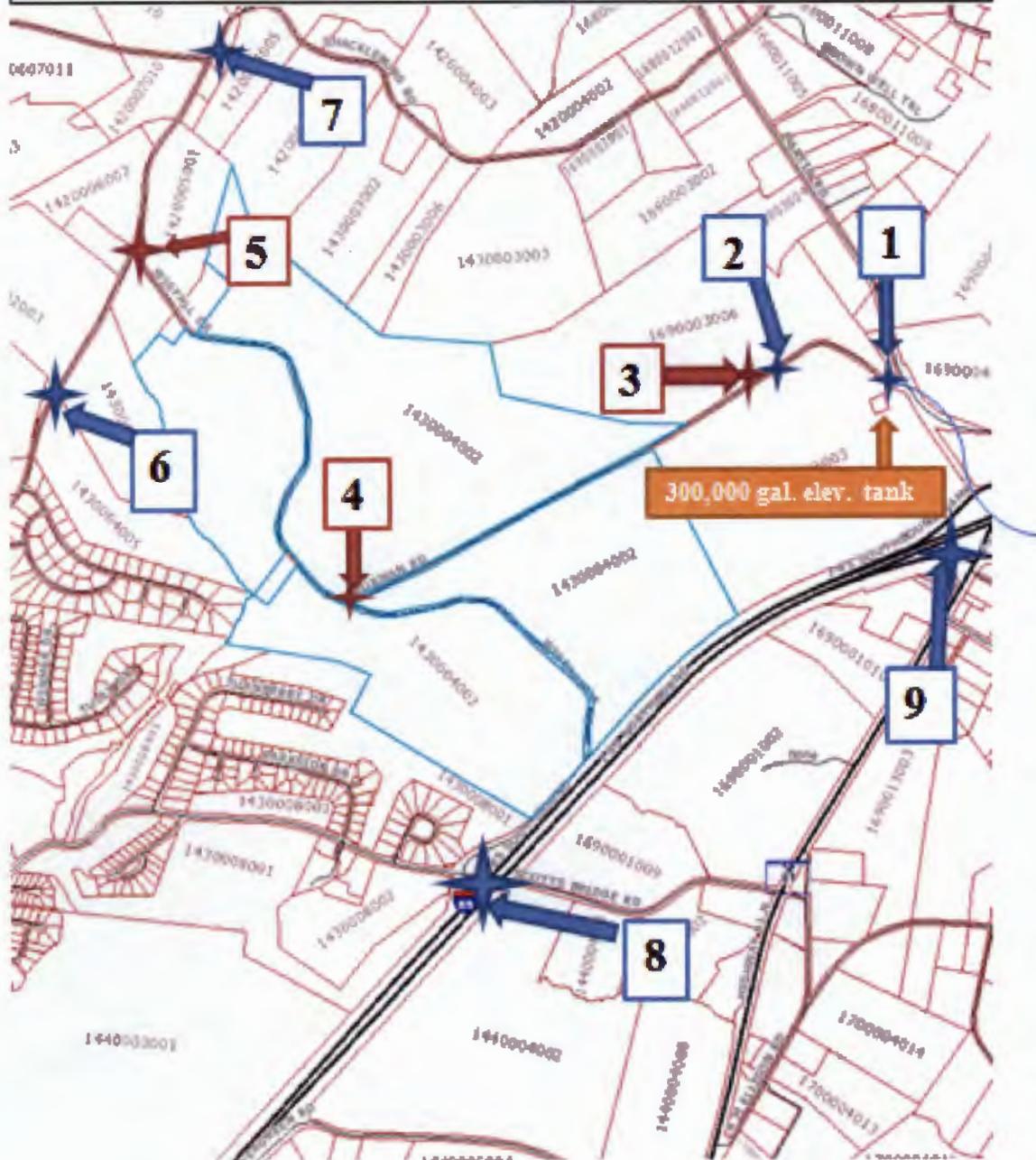
\_\_\_\_\_  
Kimberly A. Poulin  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Price  
Anderson County Attorney

### Threatt Site Water

- 12" water lines lie between the blue stars and 6" lines lie between the red stars
- From point #1 to #2 on Furman Road is 1,400 feet of 12" line
- From point #3 to #4 is a 6" line that may be capped off and cut during construction
- This line may need to be rerouted/replaced at some point
- There is substantial water volume for fire suppression and domestic use





FILE NO.	SHEET	COUNTY	FILE NO.	DATE
3	S.C.			



PLANS PREPARED BY  
**CDM Smith**

PLANS PREPARED FOR  
 ANDERSON COUNTY, SOUTH CAROLINA  
 DEPARTMENT OF PUBLIC WORKS  
 PROJECT MACHINE OVERALL  
 MAP

SCALE: 1" = 400' SH. NO. 00

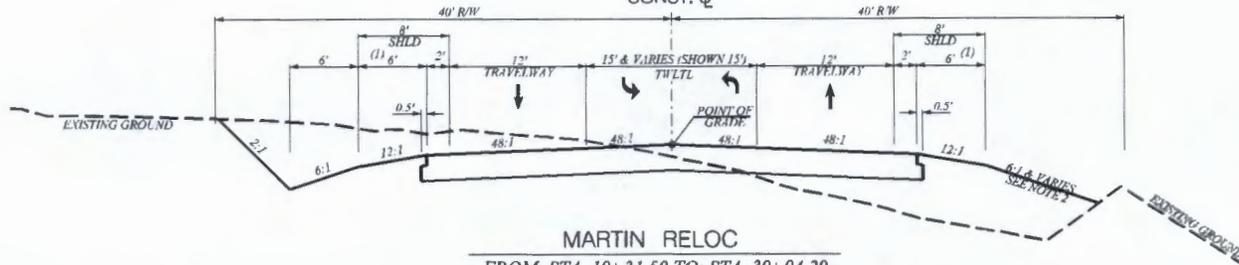


DATE	BY	CHKD	APP'D	SCALE	SHEET NO.	TOTAL SHEETS
5	S.C.				3A	3A

TYPICAL SECTION

⑥

CONST. CL



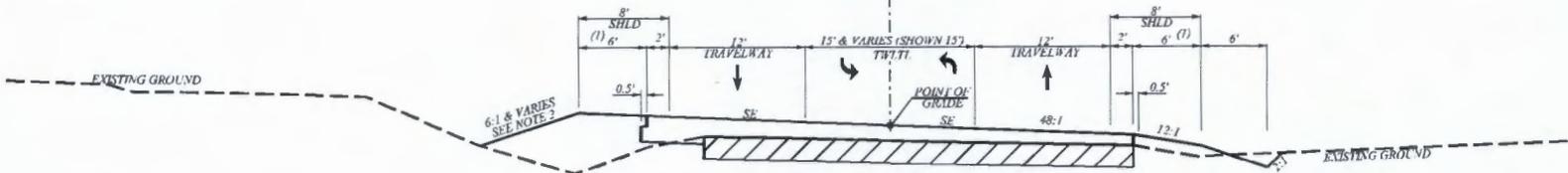
MARTIN RELOC

FROM: STA. 10+31.50 TO: STA. 30+04.29

TYPICAL SECTION

④

CONST. CL



MACHINE

FROM: STA. 170+00.00 TO: STA. 178+08.16

- 1) ADD 3.5' WHERE GUARDRAIL IS REQUIRED. SEE PLANS/SHEETS & CROSS SECTIONS FOR SPECIFIC LOCATIONS.
- 2) 6:1 - 5' FILL  
4:1 - 5' TO 10' FILL  
2:1 - 10' FILL
- 3) SEE PLANS FOR LOCATIONS OF TURN LANES, LANE WIDENING AND VARIABLE WIDTH MEDIANS.

LEGEND

	① 200 LBS / SY HMA SURFACE COURSE (TYPE B)
	② 400 LBS / SY HMA INTERMEDIATE COURSE (TYPE B)
	③ 800 LBS / SY HMA BASE COURSE (TYPE B)

MACHINE DESIGN SPEED		
MPH	FROM STA.	TO STA.
35	165+36.66	178+08.16
EXCEPTIONS TO DESIGN SPEED		

PRELIMINARY  
NOT FOR CONSTRUCTION

REV. NO.	BY	DATE	DESCRIPTION OF REVISION

DOCUMENT REVIEW		
DESIGNER	NAME	DATE
CHECKED		
REVISED		
VERIFIED		

PLANS PREPARED BY  
**CDM Smith**

PLANS PREPARED FOR  
ANDERSON COUNTY, SOUTH CAROLINA  
DEPARTMENT OF PUBLIC WORKS

TYPICAL SECTION SHEET

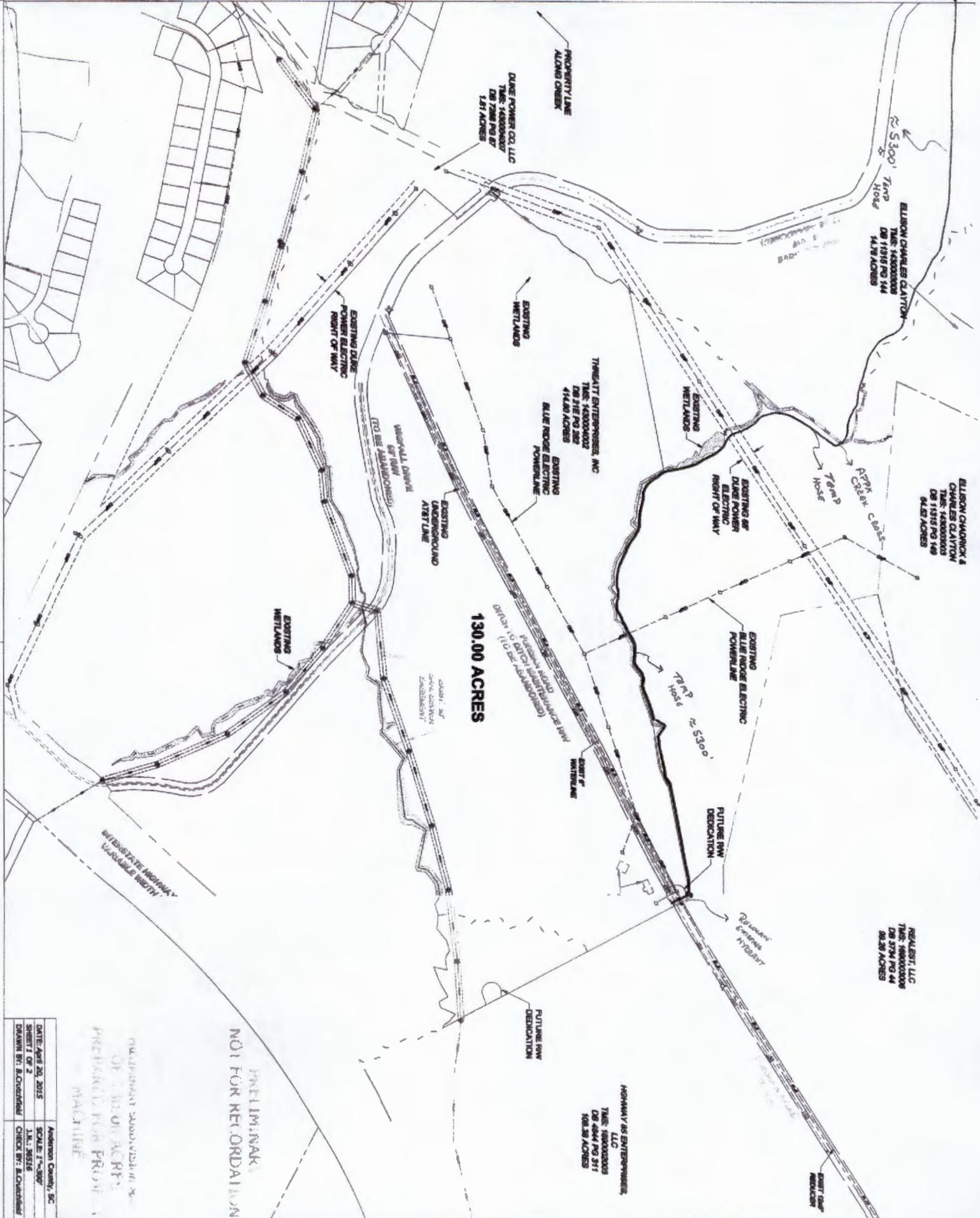
SCALE: \_\_\_\_\_

SH. NO. 3A

PLAN	DATE	BY	CHKD	APP'D

PROFILE	DATE	BY	CHKD	APP'D

DATE: 11/17/2011 10:45:00 AM



130.00 ACRES

PRELIMINARY  
NOT FOR RECORDATION

PRELIMINARY SUBDIVISION OF 130.00 ACRES PREPARED FOR PROJECT MAINTENANCE

DATE: APRIL 20, 2015	SCALE: 1"=500'
SHEET 1 OF 2	DRAWN BY: B. ROYCE
CHECK BY: B. ROYCE	ANDERSON COUNTY, SC

FILE NO.	DATE	CHG#	REV. NO.	BY	CHK#
3	S.C.				



REVISIONS				
REV. NO.	BY	CHKD.	DATE	DESCRIPTION OF REVISION

PLANS PREPARED BY  
**CDM Smith**

PLANS PREPARED FOR  
 ANDERSON COUNTY, SOUTH CAROLINA  
 DEPARTMENT OF PUBLIC WORKS  
 PROJECT MACHINE OVERALL  
 MAP  
 SCALE: 1" = 400' SH. NO. 00



