FINAL AGENDA

Spartanburg County Council
Executive Session
Monday, May 19, 2025
4:45 PM
Conference Room Two
County Administrative Office Building

Instructions for accessing the Main Meeting are on the Spartanburg County website at www.spartanburgcounty.org and at the top of the Main Agenda.

I. **Call to Order**
Honorable Manning Lynch, Chairman

II. **Executive Session**

A. Receipt of legal advice subject to the attorney-client privilege regarding the potential appointments to The Forrester Center Board.

B. Discussion of personnel matter (s) pursuant to South Carolina Code of Laws § 30-4-70(a)(1).

III. **Adjourn**

MISSION
Spartanburg County's Mission is to steward an environment where all people have diverse opportunities to learn, do business, and live a quality life.

Main Agenda
Spartanburg County Council
Monday, May 19, 2025
5:15 PM
County Council Chambers
County Administrative Office Building

Links and instructions for how to access this meeting via computer or mobile device will be available on the County's webpage and provided to the local media.

Citizens may access the meeting at the following web address:
https://www.youtube.com/channel/UC7gqyyNDZ0uoyo_g7qCsoCw?view_as=subscriber

I. **Call to Order**
Honorable Manning Lynch, Chairman

II. **Invocation**

III. **Pledge of Allegiance**

IV. **Special Recognition**

V. **Presentations**

A. Recognition of Graduates of Spartanburg County Citizens' Academy

VI. **Approval of Minutes**

A. April 21, 2025 (Regular Meeting) and May 14, 2025 (Special Meeting)

VII. **Conduct Public Hearings Pertaining to the Following**
Limited to thirty (30) minutes, five (5) minute limit per speaker

A. To consider an Ordinance to authorize and approve an agreement for the development of a Joint Industrial and Business Park **(Aero Park)** by and between Spartanburg County and Cherokee County, such Industrial and Business Park to be geographically located in Spartanburg County and Cherokee County and established pursuant to section 4-1-170 of the code of laws of South Carolina 1976, as amended; and other matters related thereto.

B. To consider an Ordinance to amend the agreement for the development of a Joint County Industrial Park by and between Spartanburg County and Cherokee County, South Carolina, so as to include additional property in Spartanburg County as part of the Joint County Industrial Park, and other matters relating thereto. **(Sacred Mountain, LLC and 1017 Florida, LLC)**

C. To consider an Ordinance to **Regulate Outdoor Burning during a Burning Ban** within the unincorporated areas of Spartanburg County; to provide for the enforcement thereof, and matters related thereto**.**

D. To consider a **Budget Ordinance** relating to the fiscal affairs of Spartanburg County making appropriations therefore, levying taxes for the fiscal year beginning July 1, 2025 and ending June 30, 2026; to provide for budget control of said appropriation by the Spartanburg County Council.

E. To consider a Budget Ordinance to establish **Capital Project Budgets** for the FY 2025-2026 Budget Year of the Five-Year Capital Improvement Plan.

F. To consider an Uncodified Ordinance to adopt various **County Fee Schedules** so as to establish the amount of certain fees in Spartanburg County.

G. To consider an Application for Special Public Event Exclusion from the Noise Ordinance requested by **Mike Greer, Greer Dragway** from 4:00 p.m. until 11:59 p.m. on Saturday, June 21, 2025; Saturday, June 28, 2025; and Saturday, July 12, 2025, for a drag race at 1792 Dragway Road, Greer.

VIII. Items Requiring a Vote Following Executive Session

IX. Receive Information and Take Desired Action Regarding Various Boards and Committees

No Items Scheduled

X. Animal Services Update

Presenter(s): Earl Alexander, Deputy County Administrator

XI. Economic Recruitment and Development Committee

Honorable David Britt, Chairman
Honorable Manning Lynch, Member
Honorable Jack Mabry, Member

A. Receive information and take desired action in reference a Resolution authorizing, under certain conditions, the execution and delivery by Spartanburg County, South Carolina of a Fee In Lieu Of Tax Agreement with **Project Serene** with respect to an industrial project in the County whereby the project would be subject to payment of certain Fees In Lieu Of Taxes, and whereby Project Serene will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Committee Action Requested: Adopt Resolution

Council Action Requested: Consider Committee Recommendation

B. Receive information and take desired action in reference to an Ordinance authorizing the execution and delivery of a Fee In Lieu of Tax Agreement by and between Spartanburg County, South Carolina and **Project Serene**.

Committee Action Requested: Render First Reading to Ordinance

Council Action Requested: Consider Committee Recommendation

C. Receive information and take desired action in reference to an Ordinance authorizing the execution and delivery of a Special Source Credit Agreement by and between Spartanburg County, South Carolina and **Lat Purser & Associates, Inc.,**

Committee Action Requested: Render First Reading to Ordinance

Council Action Requested: Consider Committee Recommendation

D. Receive information and take desired action in reference to a Resolution with respect to consenting to the transfer via an Assignment of Interest of **Drayton Holdings, LLC to Parent Drayton Apts, LLC** of the Special Source Credit Agreement, dated February 21 2021, by and between Spartanburg County and Drayton Holdings, LLC.

Committee Action Requested: Adopt Resolution

Council Action Requested: Consider Committee Recommendation

E. Receive information and take desired action in reference to a Resolution authorizing, under certain conditions, the execution and delivery by Spartanburg County, South Carolina of a Fee In Lieu of Tax Agreement with one or more related or affiliated legal entities as sponsors and as sponsor affiliates identified by the County as **Project Goldfinch**.

Committee Action Requested: Adopt Resolution

Council Action Requested: Consider Committee Recommendation

F. Receive information and take desired action in reference to an Ordinance authorizing the execution and delivery of a Fee In Lieu of Tax Agreement by and between Spartanburg County, South Carolina and an entity identified by the County as **Project Goldfinch**.

Committee Action Requested: Render First Reading to Ordinance

Council Action Requested: Consider Committee Recommendation

XII. **Personnel and Finance Committee**

Honorable Jessica Coker, Chairman
Honorable Bob Walker, Member
Honorable Jack Mabry, Member

A. Receive information and take desired action in reference to the **Accommodations Tax Advisory Committee Recommendations** for Fiscal Year 2026.

Presenter(s): Jim Herzog, Accommodations Tax Advisory Committee Chairman

Committee Action Requested: Approve Recommendations

Council Action Requested: Consider Committee Recommendation

B. Receive information and take desired action in reference to a request for **Hurricane Helene Response and Recovery Funds**.

Presenter(s): Cole Alverson, County Administrator

Committee Action Requested: Approval of Request

Council Action Requested: Consider Committee Recommendation

C. Receive updated **financial data and personnel vacancy reports**.

XIII. **Livability Committee**

Honorable Jack Mabry, Chairman
Honorable Monier Abusaft, Member
Honorable Grant DeShields, Member

A. Receive Parks Department Activities Update.

XIV. **Public Safety and Judiciary Committee**

Honorable Monier Abusaft, Chairman
Honorable David Britt, Member
Honorable Jessica Coker, Member

A. Receive information and take desired action in reference to an Ordinance to provide the means to enforce in Spartanburg County the **Regulation of Rubbish and Garbage** as set forth in the International Property Maintenance Code**.**

Committee Action Requested: Render First Reading to Ordinance

Council Action Requested: Consider Committee Recommendation

B. Receive information and take desired action in reference to authorizing the Commission of **Jacob Matthew Thornton**, Environmental Enforcement Property Maintenance Division, as a Spartanburg County Code Enforcement Officer.

Committee Action Requested: Approval of Request

Council Action Requested: Consider Committee Recommendation

C. Receive information and take desired action in reference to a request to accept all redline items in the **Ordinance amending Chapter 6 of the Spartanburg County Code of Ordinances entitled "Animals"** to provide for enhanced animal welfare, increase public safety, protect community health, provide legal clarity, and increase responsibility and accountability for owners of animals.

Presenter(s): Earl Alexander, Deputy County Administrator

Committee Action Requested: Approval of Redline Ordinance Amendments

Council Action Requested: Consider Committee Recommendation

D. Receive information regarding activities of Building Codes and Environmental Enforcement Departments.

XV. **Land Use Committee**

Honorable Grant DeShields, Chairman
Honorable Bob Walker, Member
Honorable Manning Lynch, Member

A. Receive Planning Department Reports on Development Activity.

XVI. Public Works, Buildings and Grounds Committee

Honorable Manning Lynch, Chairman
Honorable David Britt, Member
Honorable Jessica Coker, Member

A. **Capital Penny Update**
Presenter(s): Cole Alverson, County Administrator

B. Receive information regarding activities of Public Works Department.

XVII. Public Comment Period

Limited to thirty (30) minutes, three (3) minutes per speaker

XVIII. Old Business

A. Render second reading to an Ordinance to authorize and approve an agreement for the development of a Joint Industrial and Business Park **(Aero Park)** by and between Spartanburg County and Cherokee County, such Industrial and Business Park to be geographically located in Spartanburg County and Cherokee County and established pursuant to section 4-1-170 of the code of laws of South Carolina 1976, as amended; and other matters related thereto.

B. Render second reading to an Ordinance to amend the agreement for the development of a Joint County Industrial Park by and between Spartanburg County and Cherokee County, South Carolina, so as to include additional property in Spartanburg County as part of the Joint County Industrial Park, and other matters relating thereto. (**Sacred Mountain, LLC and 1017 Florida, LLC**)

C. Render second reading to a **Budget Ordinance** relating to the fiscal affairs of Spartanburg County making appropriations therefore, levying taxes for the fiscal year beginning July 1, 2025 and ending June 30, 2026; to provide for budget control of said appropriation by the Spartanburg County Council.

D. Render second reading to a Budget Ordinance to establish **Capital Project Budgets** for the FY 2025-2026 Budget Year of the Five-Year Capital Improvement Plan.

E. Render second reading to an Uncodified Ordinance to adopt various **County Fee Schedules** so as to establish the amount of certain fees in Spartanburg County.

F. Render second reading to an Ordinance to **Regulate Outdoor Burning during a Burning Ban** within the unincorporated areas of Spartanburg County; to provide for the enforcement thereof, and matters related thereto**.**

G. Render third reading to an **Ordinance to amend Chapter 6 of the Spartanburg County Code of Ordinances entitled "Animals"** to provide for enhanced animal welfare, increase public safety, protect community health, provide legal clarity, and increase responsibility and accountability for owners of animals.

H. Render third reading to an Ordinance authorizing the execution and delivery of a Fee In Lieu of Tax Agreement by and among Spartanburg County, South Carolina, **Airsys Cooling Technologies, Inc., a South Carolina Corporation**, and **Sacred Mountain LLC.**

I. Render third reading to an Ordinance to authorize and approve an agreement for the development of a Joint County Industrial and Business Park by and between Union County and Spartanburg County, such Industrial and Business Park to be geographically located in Union County and Spartanburg County and established pursuant to Section 4-1-170 of the code of laws of South Carolina 1976, as amended; and other matters relating thereto. **(Project Panama)**

J. Render third reading to an Ordinance authorizing the execution and delivery of two Fee In Lieu of Tax Agreements between Spartanburg County, South Carolina and **(I) as to the first Fee In Lieu of Tax Agreement, Valara Holdings LLC, and (II) as to the second Fee In Lieu of Tax Agreement, Valara Holdings, LLC; BCDC LLC (Series 1), HPC Holdco LLC, and DC2 Services LLC (Series 2).**

XIX. New Business

A. Consider an Application for Special Public Event Exclusion from the Noise Ordinance requested by **Mike Greer, Greer Dragway,** from 4:00 p.m. until 11:59 p.m. on Saturday, June 21, 2025; Saturday, June 28, 2025; and Saturday, July 12, 2025, for a drag race at 1792 Dragway Road, Greer.

XX. Miscellaneous Council/Administrative Matters and Budget Amendment Resolutions

A. **Budget Amendment Resolutions if Needed**
   General Fund
   Spartanburg Parks Fund
   Hospitality Tax Fund

Road Maintenance Fee Fund
Storm Water Management Fund
Solid Waste Management Fund
Methane Fund
Forfeited Gambling Fund
Drug Enforcement Fund
Sheriff Federal Sharing Fund
Detention Fund
911 Phone System Fund
Victim Assistance Fund
Fire Department Fund
Public Defender 7th Circuit Fund
Pet Resource Center
Special Revenue Fund
Upstate Workforce Board Fund
Community Development Fund
Stimulus Fund
Opioid Settlement Fund
Disaster Recovery Fund
Industrial Development Fund
Community College Fund
Charles Lea Center Fund
Library System Fund
CIP Fund
Capital Penny Fund One
Capital Penny Fund Two
Debt Service Fund
Fleet Services Fund
Facilities Maintenance Fund
Information Technologies Fund
Insurance Fund

XXI. **Adjourn**

LOCALiQ

PO Box 631697 Cincinnati, OH 45263-1697

Herald-Journal

AFFIDAVIT OF PUBLICATION

Haynsworth Sinkler Boyd, P.A.
PO Box 189
Columbia SC 29211-1889

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

The Herald-Journal, a newspaper printed and published in the city of Spartanburg, and of general circulation in the County of Spartanburg, State of South Carolina, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

04/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/30/2025

Nicole Jacobs
Legal Clerk

Mariah Verhagen
Notary, State of WI, County of Brown

8-25-26
My commission expires

Publication Cost:	$70.80	
Tax Amount:	$0.00	
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MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

Notice is hereby given by the County Council of Spartanburg County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the Council Chambers of the County Council, County Administrative Office Building, 366 N. Church Street, Spartanburg, SC, at 5:15 p.m. on May 19, 2025 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "AN ORDINANCE TO ENTER INTO AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (AEROWERKS CORPORATION OF AMERICA) BY AND BETWEEN SPARTANBURG COUNTY AND CHEROKEE COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE PROPERTY LOCATED IN CHEROKEE COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK, AND OTHER MATTERS RELATING THERETO." All interested parties should attend.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.
If special accommodations are needed to participate in the public hearing, contact the Spartanburg County Council office at 864-596-2528 at least 48 hours prior to the scheduled meeting date.
Angela G. Walker
Clerk to County Council
April 30 2025
LGSC0287258

LOCALiQ

PO Box 631697 Cincinnati, OH 45263-1697

Herald-Journal

AFFIDAVIT OF PUBLICATION

Danniel McCraw
Spartanburg County Attorney
366 N Church ST
Spartanburg SC 29303-3637

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

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04/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$61.20
Tax Amount:	$0.00
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VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

The Spartanburg County Council will conduct a public hearing on Monday, May 19, 2025 at 5:15 p.m. in the Council Chambers of the County Administration Building located at 366 North Church Street, Spartanburg, SC. The purpose of the hearing is to receive comments from interested persons concerning the following:

AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK BY AND BETWEEN SPARTANBURG COUNTY AND CHEROKEE COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN SPARTANBURG COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL PARK, AND OTHER MATTERS RELATING THERETO. (SACRED MOUNTAIN, LLC AND 1017 FLORIDA, LLC)

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

If special accommodations are needed to participate in the public hearing, contact the Spartanburg County Council office at 864-596-2528 at least 48 hours prior to the scheduled meeting date.

Angela G. Walker
Clerk to County Council

#11261506 4/30/2025

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PO Box 631697 Cincinnati, OH 45263-1697
Herald-Journal

AFFIDAVIT OF PUBLICATION

Danniel McCraw
Spartanburg County
366 N Church ST
Spartanburg SC 29303

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

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05/02/2025

and that the fees charged are legal.
Sworn to and subscribed before on 05/02/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	$55.20	
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NICOLE JACOBS
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

The Spartanburg County Council will conduct a public hearing on Monday, May 19, 2025 at 5:15 p.m. in the Council Chambers of the County Administration Building located at 366 North Church Street, Spartanburg, SC. The purpose of the hearing is to receive comments from interested persons concerning the following:

AN ORDINANCE TO REGULATE OUTDOOR BURNING DURING A BURNING BAN WITHIN THE UNINCORPORATED AREAS OF SPARTANBURG COUNTY; TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

If special accommodations are needed to participate in the public hearing, contact the Spartanburg County Council office at 864-596-2528 at least 48 hours prior to the scheduled meeting date.

Angela G. Walker
Clerk to County Council
11261750 May 2, 2025

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PO Box 631697 Cincinnati, OH 45263-1697

Herald-Journal

AFFIDAVIT OF PUBLICATION

Danniel McCraw
County Council
Spartanburg County
Po Box 5666
Spartanburg SC 29304-5666

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

The Herald-Journal, a newspaper printed and published in the city of Spartanburg, and of general circulation in the County of Spartanburg, State of South Carolina, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

04/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$636.32
Tax Amount:	$0.00
Payment Cost:	$636.32
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VICKY FELTY
Notary Public
State of Wisconsin

COUNTY OF SPARTANBURG
NOTICE OF PUBLIC HEARING
PROPOSED FISCAL YEAR 2025-2026 OPERATING BUDGET

Notice is hereby given that on Monday, May 19, 2025, at 5:15 P.M. in the County Council Chambers located in the County Administrative Building, 366 North Church Street, Spartanburg, South Carolina, a formal public hearing will be held to consider the adoption of an annual operating budget for Spartanburg County for the Fiscal Year 2025- 2026. The public is invited to attend and comment on all aspects of the proposed budget. The Public Hearing will be livestreamed on the Spartanburg County Council Meeting Livestream, which may be accessed via the County's website at https://www.youtube.com/channel/UC7qqyyNDZ0uoyo_g7qCsoCw?view_as=subscriber.
A copy of the proposed budget is on file in the Office of the County Council and is open to public inspection between the hours of 8:30 A.M. and 5:00 P.M. The proposed budget is summarized below.

REVENUE

GENERAL FUND	FY25 BUDGET	FY26 BUDGET	% CHANGE
Current property taxes	$105,077,979	$113,315,056	7.8%
Delinquent taxes	3,473,800	3,602,205	3.7%
Permits, Fines & Fees	13,988,000	14,300,500	2.2%
Federal sources	799,000	915,500	14.6%
State sources	17,883,624	18,620,584	4.1%
Other income	24,961,813	24,926,155	-0.1%
Total General Fund	$166,184,216	$175,680,000	5.7%
OTHER FUNDS			
Parks Fund	$14,004,000	$13,075,000	-6.6%
Hospitality Tax Fund	$9,447,000	$7,751,000	-18.0%
Storm Water Management Fund	$2,064,000	$2,357,000	14.2%
Solid Waste Fund	$15,928,624	$17,547,000	10.2%
Methane Fund	$625,000	$375,000	-40.0%
Detention Fund	$24,017,837	$25,364,000	5.6%
9-1-1 Phone System Fund	$2,543,000	$2,046,000	-19.5%
Victim Assistance Fund	$679,000	$766,000	12.8%
Fire Department Fund	$2,041,000	$2,519,000	23.4%
Public Defender 7th Circuit Fund	$4,573,298	$4,533,000	-0.9%
Pet Resource Center	$456,000	$2,129,000	366.9%
Special Revenue Fund	$17,943,541	$18,232,000	1.6%
Upstate Workforce Board Fund	$2,135,713	$2,138,081	0.1%
Community Development Fund	$2,733,275	$2,219,600	-18.8%
Opioid Fund	$0	$330,000	n/a
Stimulus Fund	$0	$0	n/a
Fleet Services Fund	$0	$0	n/a
Facilities Maintenance Fund	$0	$0	n/a
Information Technologies Fund	$0	$0	n/a
Insurance Fund	$0	$0	n/a
Debt Service Fund	$15,861,000	$16,931,000	6.7%
Spartanburg Community College Fund	$12,839,000	$13,794,000	7.4%
Charles Lea Center Fund	$2,650,000	$2,800,000	5.7%
County Library Fund	$21,530,000	$23,155,000	7.5%
TOTAL REVENUE ALL FUNDS	**$318,255,504**	**$333,741,681**	**4.9%**

EXPENDITURES

GENERAL FUND			
Leadership	$1,641,930	$1,685,313	2.6%
Tax Collection	8,265,083	8,511,938	3.0%
Public Safety	55,401,515	57,820,159	4.4%
Judicial	18,715,266	19,007,827	1.6%
Public Works	7,943,788	7,921,174	-0.3%
Economic Development & Land Use	3,550,894	3,741,096	5.4%
Operational Support	22,911,790	23,995,726	4.7%
Community Outreach	4,913,155	5,307,014	8.0%
Transfers/Other	42,840,795	47,689,753	11.3%
Total General Fund	$166,184,216	$175,680,000	5.7%
OTHER FUNDS			
Parks Fund	$14,004,000	$13,075,000	-6.6%
Hospitality Tax Fund	$9,447,000	$7,751,000	-18.0%
Storm Water Management Fund	$2,064,000	$2,357,000	14.2%
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County Library Fund	$21,530,000	$23,155,000	7.5%
TOTAL EXPENDITURES ALL FUNDS	**$318,255,504**	**$333,741,681**	**4.9%**

PROPOSED TAX MILLAGE RATES FOR FISCAL YEAR 2025-2026

FUND	CURRENT DOLLARS	CURRENT MILLAGE	PROPOSED DOLLARS	PROPOSED MILLAGE
General Fund	$86,940,720	48.7	$92,816,315	48.7
County Fire	1,025,463	0.5	1,112,144	0.5
Parks Fund	6,788,389	4.4	7,232,650	4.4
Storm Water Management Fund	1,402,982	0.9	1,495,022	0.9
Fire Department Fund	1,887,016	29.1	2,188,716	29.1
Community College	10,703,113	5.8	11,405,791	5.8
Debt Service Fund	11,314,337	6.3	12,035,484	6.3
Charles Lea Center	2,155,111	1.2	2,292,345	1.2
County Library	20,545,000	9.7	22,170,000	9.7
TOTAL	**$142,762,131**	**106.6**	**$152,748,467**	**106.6**
FIRE SERVICE AREAS				
Campobello	$336,231	22.7	$363,050	22.7
Chesnee Community	$308,213	17.2	$321,513	17.2
Cooley Springs	$243,233	20.3	$259,866	20.3
Cowpens	$204,889	28.2	$230,137	28.2
Draper	$7,937	10.2	$8,660	10.2
Duncan (operating)	$403,415	13.9	$448,220	13.9
Duncan (debt)*		*		*
East Greer	$553,580	36.8	$571,323	36.8
Inman Community	$962,841	20.8	$1,028,615	20.8
Inman Town	$1,754	3.4	$1,944	3.4
Poplar Springs	$1,839,365	19.2	$2,078,229	19.2
Tyger River	$1,971,125	25.0	$2,166,947	25.0
Una	$405,345	23.7	$420,466	23.7

*The Duncan Debt levy shall be set at a level to generate sufficient revenues to meet the annual debt service

SPECIAL PURPOSE DISTRICTS				
Lakewood Hills	$6,081	6.9	$6,346	6.9
Twin Lakes	$49,950	14.3	$54,262	14.3

LOCALiQ

PO Box 631697 Cincinnati, OH 45263-1697

Herald-Journal

AFFIDAVIT OF PUBLICATION

Danniel McCraw
County Council
Spartanburg County
Po Box 5666
Spartanburg SC 29304-5666

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

The Herald-Journal, a newspaper printed and published in the city of Spartanburg, and of general circulation in the County of Spartanburg, State of South Carolina, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

04/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

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VICKY FELTY
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State of Wisconsin

COUNTY OF SPARTANBURG
NOTICE OF PUBLIC HEARING
PROPOSED FISCAL YEAR 2026 CAPITAL BUDGET

Notice is hereby given that on Monday, May 19, 2025 at 5:15 P.M. in the County Council Chambers located in the County Administrative Building, 366 North Church Street, Spartanburg, South Carolina, a formal public hearing will be held to consider the adoption of the Capital Budget for Fiscal Year 2026, to implement the first year of the five-year Capital Improvement Plan. The public is invited to attend and comment on all aspects of this proposed budget. The Public Hearing will be livestreamed on the Spartanburg County Council Meeting Livestream, which may be accessed via the County's website at https://www.youtube.com/channel/UC7gqyyNDZ0uoyo_g7qCsoCw?view_as=subscriber.

A copy of the proposed budget is on file in the Office of the County Council and is open to public inspection between the hours of 8:30 A.M. and 5:00 P.M. The proposed budget is summarized below.

REVENUES	FY 2025 BUDGET YEAR	FY 2026 BUDGET YEAR	% CHANGE
9-1-1 Phone Fund Transfer	$ 538,000	$ 56,500	-89.5%
Capital Lease Financing Proceeds	2,859,300	2,585,400	-9.6%
Capital Penny Sales Tax One	61,750,000	57,583,400	-6.7%
Capital Penny Sales Tax Two	60,200,521	76,386,975	26.9%
Community Development Block Grant	234,100	462,100	97.4%
Detention Fund	829,500	504,500	-39.2%
Facilities Fund Capital Reserve	79,250	51,500	-35.0%
Fire Department Fund	84,000	112,900	34.4%
Fleet Service Fund Capital Reserve	83,000	200,800	141.9%
General Fund Transfer	20,489,900	20,513,100	0.1%
Grant Revenue	21,746,900	-	-100.0%
HOME Program	540,000	335,900	-37.8%
Hospitality Tax Fund Transfer	5,150,000	3,500,000	-32.0%
IT Fund Capital Reserve	1,673,200	1,449,400	-13.4%
Methane Fund Transfer	250,000	-	-100.0%
Parks Fund Transfer	4,730,400	3,000,500	-36.6%
Solid Waste Fund Transfer	2,075,000	2,687,200	29.5%
Solid Waste Fund Vehicle and Capital Equip Reserve	1,781,200	2,148,400	20.6%
SRO Program Funds	512,400	200,100	-60.9%
State C Funds	6,800,000	7,000,000	2.9%
Storm Water Fund Transfer	205,200	350,000	70.6%
Total Revenues	**$ 192,611,871**	**$ 179,128,675**	**-7.0%**
PROJECT CATEGORY EXPENDITURES			
County Buildings and Facilities	$33,257,000	$61,469,900	84.8%
Public Works – Road Infrastructure	110,500,521	94,841,975	-14.2%
Public Works – Solid Waste	2,325,000	2,450,000	5.4%
Public Safety	3,000,400	2,876,700	-4.1%
Technology	2,147,800	2,068,200	-3.7%
Community and Economic Development	774,100	798,000	3.1%
Vehicle and Capital Equipment Replacement	9,710,150	8,676,500	-10.6%
Parks and Recreation	30,896,900	5,947,400	-80.8%
Total Expenditures	**$ 192,611,871**	**$ 179,128,675**	**-7.0%**

SC-41743421

LOCALiQ

PO Box 631697 Cincinnati, OH 45263-1697

Herald-Journal

AFFIDAVIT OF PUBLICATION

Danniel McCraw
Spartanburg County Attorney
366 N Church ST
Spartanburg SC 29303-3637

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

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Sworn to and subscribed before on 04/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/9/25

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VICKY FELTY
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NOTICE OF PUBLIC HEARING

The Spartanburg County Council will conduct a public hearing on Monday, May 19, 2025 at 5:15 p.m. in the Council Chambers of the County Administration Building located at 366 North Church Street, Spartanburg, SC. The purpose of the hearing is to receive comments from interested persons concerning the following:

AN UNCODIFIED ORDINANCE TO ADOPT VARIOUS COUNTY FEE SCHEDULES SO AS TO ESTABLISH THE AMOUNT OF CERTAIN FEES IN SPARTANBURG COUNTY

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

If special accommodations are needed to participate in the public hearing, contact the Spartanburg County Council office at 864-596-2528 at least 48 hours prior to the scheduled meeting date.

Angela G. Walker
Clerk to County Council
#11261483 4/30/2025

Ad Preview

PUBLIC HEARING TO CONSIDER PERMIT FOR EXCLUSION FROM COUNTY NOISE ORDINANCE

A PUBLIC HEARING WILL BE HELD MAY 19, 2025, 5:15PM BY SPARTANBURG COUNTY COUNCIL. GREER DRAGWAY IS REQUESTING TO HAVE A DRAG RACE ON JUNE 21 & 28, JULY 12. THE EVENTS WILL BE HELD AT 1792 DRAGWAY RD. THE REQUESTED EXCLUSION IS TO RUN CARS WITHOUT MUFFLERS AND EXTEND CURFEW TO 11:59PM.

4/30, 5/7/25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY SPARTANBURG COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AGREEMENT WITH **PROJECT SERENE** WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY **PROJECT SERENE** WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, PROJECT SERENE (the "Company") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of a manufacturing facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project of at least $8,959,000 in non-exempt investment and the expected creation of approximately (but not required) 67 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park Authority"), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a "Park") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "Park Agreement"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, there is hereby authorized to be executed a fee in lieu of tax agreement (the "FILOT Agreement") between the Company and the County. The FILOT Agreement shall provide an assessment ratio of 6% for Project property and the normal investment period and a 30-year term allowed under the FILOT Act. The millage rate for Project property for FILOT purposes shall be fixed for the first five years of the FILOT Agreement at the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located as of June 30, 2025, which millage rate was .4102, and thereafter adjusted every five years in accordance with the applicable provisions of the FILOT Act.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site of the Project to be located in a Park. Pursuant to Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for a special source tax credit against payments in 1ieu of taxes in an aggregate amount of One Hundred Fifty Thousand Dollars ($150,000), payable as follows: $95,000 in Year 2 and $55,000 in Year 3.

Section 2. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the

compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this 19th day of May, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

By: _____
Clerk to County Council,
Spartanburg County, South Carolina

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on May 19, 2025 an inducement resolution (the Inducement Resolution") with respect to certain proposed investment by [_____] (the "Company") (which was known to the County at the time as "Project Serene") , with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company's existing facilities in the County for the manufacture of [_____] (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $8,959,000, but not less than $7,167,200, in the County and the creation of approximately (but not required) 67 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the "Fee Agreement"), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b)

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

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

Section 3. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be

invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Clerk to Council

First Reading: May 19, 2025
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk to County Council of Spartanburg County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of May 19, 2025, _____, 20__, and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Spartanburg County Council

Dated: _____, 2025

FEE IN LIEU OF TAX AGREEMENT

Between

SPARTANBURG COUNTY, SOUTH CAROLINA

and

PROJECT SERENE

Dated as of _____, 2025

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SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	**[Project Serene]**	**Project Code Name:**	**Project Serene**
Projected Investment:	**$8,959,000**	**Projected Jobs:**	**67**
Location (street):	**[to come]**	**Tax Map No.:**	**[to come]**
1. FILOT			
Required Investment:	$7,167,200	Required Jobs:	n/a
Investment Period:	5 years	Ordinance No./Date:	[to come]
Assessment Ratio:	6%	Term (years):	30
Millage:	.4102	Net Present Value (if yes, discount rate):	
Adjustable or fixed millage:	Adjustable		
Clawback information:	See Section 4.03. If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will terminate retroactively.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Spartanburg/Union; July 11, 1994		
3. SSRC			
Total Amount:	$150,000		
No. of Years	2 years		
Yearly Increments:	$95,000 in Year 2 and $55,000 in Year 3		
Clawback information:	See Section 4.02. Pro rata reduction of SSRC for a given year if Threshold Fee Amount not met with respect to such year.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 2025 by and between **SPARTANBURG COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Spartanburg County Council (the "*County Council*") as the governing body of the County, and [Project Serene_____, a _____] organized and existing under the laws of the State of [_____] (the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company's facilities in the County for the manufacture of [_____] and related products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on [_____, 20__], the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic

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

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $7,167,200 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Spartanburg County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Spartanburg County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Spartanburg County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Spartanburg County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Spartanburg County Council, the governing body of the County.

"County Treasurer" shall mean the Spartanburg County Treasurer, or the person holding any successor office of the County.

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

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

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

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

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Standard Investment Period.

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

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

"MCIP Agreement" shall mean the Multicounty Park Agreement dated as of July 11, 1994, as amended, between the County and Union County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

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

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

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

"Scheduled Special Source Revenue Credit" shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Threshold Fee Amount" shall have the meaning set forth with respect to such term in Section 4.02(a) hereof.

"Threshold Overage Amount" shall have the meaning set forth with respect to such term in Section 4.02(b) hereof.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is .4102 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of [_____], is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of [_____], and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of .4102 mills which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for each of the following years of payments under this Fee Agreement, in the amounts stated (the "*Scheduled Special Source Revenue Credits*"):

Property Tax Years	Amount of Scheduled Special Source Revenue Credit
2	$95,000
3	$55,000

; provided, in the event the FILOT Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount set forth in the corresponding property tax year set forth in Exhibit C attached hereto (the "*Threshold Fee Amount*"), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced on a *pro rata* basis, and shall be equal to the product of the Scheduled Special Source Revenue Credit for such year multiplied by a fraction, the numerator of which shall be the actual amount of FILOT Payment due for such year (prior to the application of any Special Source Revenue Credit), and the denominator of which shall be the Threshold Fee Amount for such year. By way of illustration, only, if the Scheduled Special Source Revenue Credit for such year equals $50,000 ("X"), the actual Payment in Lieu of Tax due for such year (prior to any Special Source Revenue Credit offset) equals $160,000 ("Y"), and the Threshold Fee Amount for such year equals $190,000 ("Z"):

Permitted Special Source Revenue Credit = $160,000 (Y) / $190,000 (Z) times $50,000 (X)

(b) The Company hereby acknowledges, for purposes of the Special Source Revenue Credits offered hereunder and the computations expressed in the preceding paragraph, that the Company shall not be entitled to any additional credit, either for the year in question or with respect to any carry forwards for succeeding years, in the event actual FILOT Payments in any year shall exceed the Threshold Fee Amount for such year (a "*Threshold Overage Amount*"), nor may any *pro rata* reductions of the Scheduled Special Source Revenue Credit made pursuant to the preceding paragraph in any year be recouped in any subsequent year by virtue of any Threshold Overage Amounts.

(c) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(d) In no event shall the aggregate amount of Special Source Revenue Credits provided to the Company exceed, at any point in time, the aggregate amount of expenditures incurred by the Company in respect of the Infrastructure. As a condition to the Special Source Revenue Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Auditor and the County Treasurer with a certification as to compliance with the provisions of the preceding sentence. Such certification shall be in substantially the form attached hereto as Exhibit D, and shall be due no later than the May 1 following the immediately preceding December 31 of each year as to which any Special Source Revenue Credit shall relate.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other

political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of *ad valorem* taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Standard Investment Period.

(c) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period; provided, that this requirement shall be considered waived in any year in which the Company has provided copies of its PT-300 Filing (or successor form) with the aforementioned individuals.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service.

Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall

not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably

acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

[_____
Attn: _____
_____
_____]

With a copy to:

Johnson Smith Hibbard & Wildman Law Firm, LLP
Attn: Daniel Craig
Post Office Box 5587
Spartanburg, South Carolina 29304-5587

If to the County:

Spartanburg County
Attn: County Administrator
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

With a copy to:

Spartanburg County Attorney
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

SPARTANBURG COUNTY, SOUTH CAROLINA

_____

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____

Angela G. Walker
Clerk to Spartanburg County Council

[Signature Page 1 to Fee in Lieu of Tax Agreement]

[Project Serene]

_____

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]
[Insert Tax Map Number here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

_____
Name:_____
Its:_____

EXHIBIT C

THRESHOLD FEE AMOUNTS

[to be confirmed prior to 2nd reading]

EXHIBIT D

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

_____

Name:_____

Its:_____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN SPARTANBURG COUNTY, SOUTH CAROLINA AND LAT PURSER & ASSOCIATES, INC., WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Spartanburg County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended ("Infrastructure"); and

WHEREAS, the County Council of Spartanburg County ("County Council") has agreed to assist Lat Purser & Associates, Inc., a North Carolina corporation (the "Company"), in the establishment by the Company of a rental townhome real estate development in the County (the "Project") by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a "Park") and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain infrastructure credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project by December 31, 2028 is expected to be at least $19,000,000.00; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will

enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide infrastructure credit financing of the Infrastructure with respect to the Project by providing a credit to the Company against payments in lieu of taxes for the Project in the Park (the "FILOT Payments") for a period of twenty (20) consecutive years, beginning with the FILOT Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service for the Project in the Park, all subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Company presented to this meeting (the "SSC Agreement"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Spartanburg County, in meeting duly assembled, as follows:

Section 1. The County Administrator, for and on behalf of the County, is hereby authorized to execute and deliver the SSC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSC Agreement now before this meeting, and are directed to do any thing otherwise necessary to effect the execution and delivery of the SSC Agreement and the performance of all obligations of the County under and pursuant to the SSC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 21st day of July, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL) By:_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

By:_____
Clerk to County Council
Spartanburg County, South Carolina

First Reading: May 19, 2025
Second Reading: June 16, 2025
Third Reading: July 21, 2025
Public Hearing: June 16, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk to County Council of Spartanburg County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of May 19, 2025, June 16, 2025 and July 21, 2025 at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, County Council of Spartanburg County

Dated: _____, 2025

SPECIAL SOURCE CREDIT AGREEMENT

between

SPARTANBURG COUNTY, SOUTH CAROLINA,

and

LAT PURSER & ASSOCIATES, INC.,
a North Carolina corporation

Dated as of _____, 2025

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 2025 (the "Agreement"), between **SPARTANBURG COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **LAT PURSER & ASSOCIATES, INC.,** a North Carolina corporation organized and existing under the laws of the State of North Carolina and authorized to do business in the State of South Carolina (the "Company" and together with the County, the "Parties").

W I T N E S S E T H :

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

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

WHEREAS, the Company has represented that they intend to invest in the acquisition, construction and installation of buildings, improvements, fixtures, furnishings and other real and/or tangible personal property to constitute a market-rate rental townhome development in the County (the "Project"), which will result in an expected aggregate investment of at least $19,000,000.00 by December 31, of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the "Investment Period"); and

WHEREAS, the County and Cherokee County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for Joint County Industrial/Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "Multi-County Park Act"), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

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

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

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on July 21, 2025, following conducting a public hearing on June 16, 2025;

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

"FILOT Act" shall mean Title 4, Section 29, of the Code.

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

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

"Infrastructure Credits" shall mean the credits to the Fee Payments in respect of the Company's investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

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

"Investment Target" shall mean the investment by the Company of at least $19,000,000.00 in the Project.

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

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

"Ordinance" shall mean the ordinance enacted by the County Council on July 21, 2025, authorizing the execution and delivery of this Agreement.

"Park Agreement" shall mean the Agreement for Development for Joint County Industrial/Business Park dated as of April 20, 2009 between the County and Cherokee County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

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

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

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

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

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

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

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

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

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

(e) The Company agrees to reimburse the County for all reasonable expenses, including $3,000.00 of attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

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

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on April 20, 2034 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

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

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service and continuing thereafter for a total of twenty (20) consecutive years in accordance with the Fee Payment schedule attached hereto and incorporated herein as Exhibit C, which Fee Payment schedule reflects the net amounts to be paid each year by the Company after application of the Company Infrastructure Credits provided by the County (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an Infrastructure Credit to the Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the Investment Period, any infrastructure credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the infrastructure credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

(e) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

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

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

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

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

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

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

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

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

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

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

(a)	if to the County:	Spartanburg County, South Carolina Administration Building, Suite 1000 366 North Church Street Spartanburg, South Carolina 29303 Attn: County Administrator Facsimile No. (864) 596-2232
	with a copy to: (which shall not constitute notice to the County)	Spartanburg County, South Carolina Administration Building, Suite 1000 366 North Church Street Spartanburg, South Carolina 29303 Attn: County Attorney Facsimile No. (864) 596-2232
(b)	if to the Company:	Lat Purser & Associates, Inc. 4530 Park Road, Suite 410 Charlotte, North Carolina 28209 Attn: Jack Levinson Facsimile No. (704) 519-4241
	with a copy to: (which shall not constitute notice to the Company)	Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P. 220 N. Church Street, Suite 4 Spartanburg, SC 29306 Attn: Steven M. Querin Facsimile No. (864) 585-5328

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

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

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

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

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

SECTION 6.12. Fascimile/Scanned Signature

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Spartanburg County, South Carolina, has caused this Agreement to be executed by the Spartanburg County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Lat Purser & Associates, Inc. has caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Angela G. Walker, Clerk to County Council of
Spartanburg County, South Carolina

[Signature page 1 to Special Source Credit Agreement]

LAT PURSER & ASSOCIATES, INC.

By:_____
Name:_____
Title:_____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

Parcel 1: 7-17-06-071.00

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SPARTANBURG COUNTY, STATE OF SOUTH CAROLINA CONTAINING 0.164 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

FROM THE POINT OF BEGINNING, BEING AN OLD MAG NAIL ON THE SOUTHERN RIGHT OF WAY OF COUNTRY CLUB ROAD (S-42-47), AND BEING 338' ± FROM S PINE STREET. THENCE, N 70° 14' 20" E FOR A DISTANCE OF 74.82 FEET TO AN IRON PIN OLD 1/2" REBAR. THENCE, S 25° 29' 30" E FOR A DISTANCE OF 71.23 FEET TO AN IRON PIN OLD 1/2" REBAR. THENCE, S 27° 25' 32" E FOR A DISTANCE OF 25.47 FEET TO AN IRON PIN OLD 1/2" REBAR. THENCE, S 71° 48' 26" W FOR A DISTANCE OF 76.16 FEET TO AN IRON PIN OLD 1" OPEN TOP PIPE BENT. THENCE, N 24° 50' 17" W FOR A DISTANCE OF 23.44 FEET TO AN OLD MAG NAIL. THENCE N 25° 30' 57" W A DISTANCE OF 71.05 FEET TO THE POINT OF BEGINNING.

Parcel 2: 7-17-06-072.00

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SPARTANBURG COUNTY, STATE OF SOUTH CAROLINA CONTAINING 6.853 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 1/2" REBAR LOCATED ON THE NORTHEASTERN RIGHT OF WAY OF S. PINE STREET (S.C. HIGHWAY 9), BEING ±800' FROM THE WESTERN RIGHT OF WAY OF E LANFORD STREET, TRAVELING IN A CLOCKWISE DIRECTION AROUND SAID TRACT OF LAND AND FOLLOWING THE NORTHEASTERN RIGHT OF WAY OF S. PINE STREET (S.C. HIGHWAY 9) N59° 16' 12"W, 197.70' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N57° 18' 57"W, 123.41' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N57° 17' 52"W, 97.09' TO AN IRON PIN OLD 1/2" REBAR LOCATED AT THE INTERSECTION OF THE NORTHEASTERN RIGHT OF WAY OF S. PINE STREET (S.C. HIGHWAY 9) AND THE EASTERN RIGHT OF WAY OF OAKHURST BEND; THENCE, TURNING AND FOLLOWING THE EASTERN RIGHT OF WAY OF OAKHURST BEND N10° 18' 17"E, 29.82' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N05° 46' 09"W, 50.43' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N12° 36' 36"W, 49.72' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N24° 01' 54"W, 49.99' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N37° 40' 06"W, 20.13' TO AN IRON PIN OLD 1/2" REBAR; THENCE, TURNING AND LEAVING SAID RIGHT OF WAY N70° 21' 21"E, 122.01' TO AN IRON PIN OLD 1" OPEN TOP BENT; THENCE, N71° 48' 26"E, 76.16' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N27° 25' 32"W, 25.47' TO AN IRON PIN OLD 1/2" REBAR; THENCE, N25° 29' 30"W, 71.23' TO AN IRON PIN SET 1/2" REBAR LOCATED ON THE SOUTHERN RIGHT OF WAY OF COUNTRY CLUB ROAD (S-47);

THENCE, TURNING AND FOLLOWING SAID RIGHT OF WAY N67° 22' 04"E, 11.20' TO AN IRON PIN SET 1/2” REBAR; THENCE, N70° 37' 51"E, 7.32' TO AN IRON PIN SET 1/2” REBAR; THENCE, S19° 33' 27"E, 9.30' TO AN IRON PIN SET 1/2” REBAR; THENCE, N70° 26' 31"E, 10.00' TO AN IRON PIN SET 1/2” REBAR; THENCE, N19° 33' 27"W, 9.30' TO AN IRON PIN SET 1/2” REBAR; THENCE, N70° 22' 49"E, 209.58' TO A POINT, PASSING AN IRON PIN OLD 1” AXLE BENT AT 181.39’; THENCE, N19° 41' 00"W, 4.12' TO A POINT; THENCE, N70° 08' 37"E, 127.44' TO A POINT LOCATED AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERN RIGHT OF WAY OF CLYDE STREET; THENCE, TURNING AND FOLLOWING THE WESTERN RIGHT OF WAY OF CLYDE STREET S67° 30' 00"E, 5.94' TO AN IRON PIN OLD 3/4” SOLID ROD; THENCE, S21° 16' 00"E, 632.78' TO AN IRON PIN OLD 1” OPEN TOP, PASSING AN IRON PIN OLD 1/2” REBAR BENT AT 519.95’; THENCE, S72° 55' 06"W, 127.86' TO AN IRON PIN OLD 1/2” REBAR; THENCE, S73° 32' 06"W, 210.08' TO THE POINT OF BEGINNING.

Parcel 3: 7-17-10-062.00

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SPARTANBURG COUNTY, STATE OF SOUTH CAROLINA CONTAINING 0.788 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

FROM THE POINT OF BEGINNING, BEING AN IRON PIN OLD 1/2" REBAR ON THE NORTHERN RIGHT OF WAY OF S. PINE STREET (SC HIGHWAY 9), AND BEING 775’ ± FROM COUNTRY CLUB ROAD, THENCE, N 73° 32' 06" E FOR A DISTANCE OF 210. 08 FEET TO AN IRON PIN OLD 1/2” REBAR. THENCE, N 72° 55' 06" E FOR A DISTANCE OF 127.86 FEET TO AN IRON PIN OLD 1” OPEN TOP PIPE. THENCE, N 76° 09' 13" E FOR A DISTANCE OF 13.37 FEET TO IRON PIN OLD 1/2” REBAR BENT. THENCE S 24° 00' 41" W A DISTANCE OF 246.58 FEET TO AN IRON PIN OLD 1/2” REBAR LOCATED ON THE NORTHERN RIGHT OF WAY OF S. PINE ST (SC HIGHWAY 9). THENCE, RUNNING ALONG SAID RIGHT OF WAY, N 65° 49' 20" W FOR A DISTANCE OF 120.01 FEET TO AN IRON PIN OLD 1/2” REBAR. THENCE, N 63° 15' 11" W FOR A DISTANCE OF 113.95 FEET TO AN IRON PIN OLD 1/2" REBAR. THENCE, N 28° 34' 29" E FOR A DISTANCE OF 9.92 FEET TO IRON PIN OLD 1/2" REBAR. THENCE, N 62° 06' 25" W FOR A DISTANCE OF 33.76 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Lat Purser & Associates, Inc. (the "Company"), do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 2025 (the "Agreement") between Spartanburg County, South Carolina and the Company, as follows:

(1) As of December 31, 20___, the total amount of Infrastructure Credits received by the Company is as follows $_____ ("Total Infrastructure Credits").

(2) As of December 31, 20___, the total amount of investment in Costs of Infrastructure by the Company is not less than the amount of the Total Infrastructure Credits received.

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

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

LAT PURSER & ASSOCIATES, INC.

By:_____
Name:_____
Its:_____

EXHIBIT C

FEE PAYMENT SCHEDULE

(net amounts to be paid each year by the Company after application of the Infrastructure Credits provided by the County)

Tax Year 1 (First Tax Year After CO)- 15%
Tax Year 2- 19.25%
Tax Year 3- 23.50%
Tax Year 4- 27.75%
Tax Year 5- 32.00%
Tax Year 6- 36.25%
Tax Year 7- 40.50%
Tax Year 8- 44.75%
Tax Year 9- 49.00%
Tax Year 10- 53.25%
Tax Year 11- 57.50%
Tax Year 12- 61.75%
Tax Year 13- 66.00%
Tax Year 14- 70.25%
Tax Year 15- 74.50%
Tax Year 16- 78.75%
Tax Year 17- 83.00%
Tax Year 18- 87.25%
Tax Year 19- 91.50%
Tax Year 20- 95.75%

RESOLUTION NO. R-25-____

RESOLUTION WITH RESPECT TO CONSENTING TO THE TRANSFER VIA AN ASSIGNMENT OF INTEREST OF DRAYTON HOLDINGS, LLCTO PARENT DRAYTON APTS LLC OF THE SPECIAL SOURCE CREDIT AGREEMENT DATED FEBRUARY 21 2021, BY AND BETWEEN SPARTANBURG COUNTY AND DRAYTON HOLDINGS, LLC.

WHEREAS, Spartanburg County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (the "Multi-County Park Act") to consent to a transfer of an interest in a special source credit agreement; and

WHEREAS, Drayton Holdings, LLC, a Delaware limited liability company ("Assignor") was an original party to the existing Special Source Credit Agreement among Spartanburg County and Assignor dated as of February 21, 2021 (the "SSC Agreement"); and

WHEREAS, consistent with Section 4.02 of the SSC Agreement, Assignor will assign its interest in the SSC Agreement to Parent Drayton Apts LLC, a Delaware limited liability company ("Assignee") on May __, 2025 and in connection therewith, Assignee has agreed to assume all obligations of Assignor to the County under the SSC Agreement (the "Assignment");

WHEREAS, the assignment shall have no impact to the rights or obligations of the County under the SSC Agreement;

WHEREAS, Assignor and Assignee seek the County's prior written consent to the Assignment pursuant to the provisions of the SSC Agreement and the Multi-County Park Act; and

WHEREAS, Assignor and Assignee have caused to be prepared and presented to the County an Assignment and Assumption of Special Source Credit Agreement, which is attached hereto as Exhibit A (the "Assignment Agreement"), containing provisions implementing the matters referred to in the foregoing recitals, and the County has consented to the same.

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

Section 1. In accordance with the Multi-County Park Act and the SSC Agreement, the County approves the transfer by the Company to the Assignee of those certain rights, interests, duties and obligations set forth in the Assignment Agreement and which arise under the SSC Agreement and all related documents.

Section 2. The County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to execute and deliver the Assignment Agreement on behalf of the County, in form substantially similar to that attached hereto with such

minor changes as such officials shall approve and as are not materially adverse to the County and not inconsistent with the matters contained herein, and to do any and all other things necessary or appropriate in connection with this Resolution to effect the consent of the County to the Assignment and the related release.

Section 3. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Done in meeting duly assembled this _____ day of May, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

Angela G. Walker
Clerk to Spartanburg County Council

Exhibit A to Resolution R-25-___
Assignment and Assumption of Special Source Credit Agreement

[attached]

ASSIGNMENT AND ASSUMPTION OF SPECIAL SOURCE CREDIT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF SPECIAL SOURCE CREDIT AGREEMENT** is made as of May __, 2025 (the "Effective Date") by Drayton Holdings, LLC, a Delaware limited liability company ("Assignor"), Parent Drayton Apts LLC, a Delaware limited liability company ("Assignee"), and Spartanburg County, South Carolina (the "County").

WHEREAS, pursuant to the authorization granted under Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (the "Act"), the County and entered into a Special Source Credit Agreement dated February 21,2021 (the "SSC Agreement"), which provided for certain incentives in order to induce investment by Assignor in a multi-family housing complex in the County (the "Project"); and

WHEREAS, in accordance with that certain Agreement of Purchase and Sale dated as of January 9, 2025, as subsequently reinstated, amended, and assigned, between Assignor and Assignee (collectively, the "Purchase Agreement"), Assignor will hereafter assign to Assignee, and Assignee will assume from Assignor, all of Assignor's right, title, and interest in, to, and under the SSC Agreement and related documents and agreements pertaining to the Project (collectively, the "Transaction Documents"); and

WHEREAS, the County's rights and obligation under the SSC Agreement are not being impacted by this assignment; and

WHEREAS, pursuant to Resolution No. R-25-___ of Spartanburg County Council adopted May __, 2025, the County Council has authorized the undersigned County representative to acknowledge the County' s consent to such assignment and assumption.

NOW THEREFORE, in consideration of the County's consent to the assignment to Assignee of Assignor's interest in the Transaction Documents, Assignee hereby acknowledges that it has agreed, and does hereby agree with the County, to assume, pay, and perform all the obligations of Assignor under the Transaction Documents arising from and after May ___, 2025 (the "Transfer Date"), the date of the Assignee's assignment and assumption of Assignor's interest in the SSC Agreement. By execution of its consent below, the County acknowledges and consents to such assignment and agrees to the assumption by Assignee of all covenants, liabilities and obligations imposed on the Assignor under the Transaction Documents arising from and after the Transfer Date. Notwithstanding anything herein or in any assignment agreement between Assignor and Assignee to the contrary, Assignor hereby acknowledges and agrees that it shall remain responsible for and obligated under all covenants, liabilities and obligations imposed on the "Company" under the Transaction Documents arising before the Transfer Date.

The Parties may execute this Assignment in two or more counterparts, and by original signature or electronic means, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Special Source Credit Agreement to be duly executed on the date first above written.

ASSIGNOR:
DRAYTON HOLDINGS, LLC
BY: Drayton Holdings Manager, LLC, its Manager
BY: Orange Capital Advisors, LLC, its Manager

By:_____
Name: W. McFaddin Blanding
Its: President

ASSIGNEE:
PARENT DRAYTON APTS LLC

By: _____
Name: Vishal Arora, as Member of Bridge Gaps Real Estate LLC, a Wyoming limited liability company, in its capacity as the Manager of Drayton Mgmt LLC, a South Carolina limited liability company, in its capacity as the Manager of Drayton Apts LLC, a South Carolina limited liability company, in its capacity as the Managing Member of 225 Milliken Street Multifamily Partners LLC, a Delaware limited liability company, in its capacity as the Sole Member of Parent Drayton Apts LLC (Assignee)

Spartanburg County, South Carolina approves and consents to the above assignment and assumption.

SPARTANBURG COUNTY, SOUTH CAROLINA

_____
By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Council

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY SPARTANBURG COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AGREEMENT WITH ONE OR MORE RELATED OR AFFILIATED LEGAL ENTITIES AS SPONSORS AND AS SPONSOR AFFILIATES IDENTIFIED BY THE COUNTY AS PROJECT GOLDFINCH WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; AND WHEREBY PROJECT GOLDFINCH WILL BE PROVIDED CERTAIN CREDITS AGAINST THE FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, Project Goldfinch, including certain related or affiliated legal entities which may qualify as a sponsor under the FILOT Act and certain entities which may qualify as a sponsor affiliate under the FILOT Act (collectively, the "*Company*"), has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to locate a manufacturing facility in the County (collectively, the "*Project*"), which will result in expected investment by the Company in the Project of at least $50,000,000 in non-exempt investment in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park Authority"), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a "*Park*") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "*Park Agreement*"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, there is hereby authorized to be executed a fee in lieu of tax agreement (the "*FILOT Agreement*") between the Company and the County. The FILOT Agreement shall provide an assessment ratio of 6% for Project property and the normal investment period and a thirty-year term allowed under the FILOT Act. The millage rate for Project property for FILOT purposes shall be fixed for the first five years of the FILOT Agreement at the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located as of June 30, 2025, which millage rate was 350.2mills, and thereafter adjusted every five years in accordance with the applicable provisions of the FILOT Act.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site of the Project to be located in a Park. Pursuant to Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for a special source tax credit against payments in lieu of taxes in an aggregate amount of

Nine Hundred and Seventy-Five Thousand Dollars ($975,000.00), payable as follows: Five Hundred Thousand Dollars ($500,000) in Year 2 and Four Hundred and Seventy-Five Thousand Dollars ($475,000) in Year 3.

Section 2. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this __th day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Clerk to County Council of
Spartanburg County, South Carolina

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN SPARTANBURG COUNTY, SOUTH CAROLINA AND AN ENTITY IDENTIFIED BY THE COUNTY AS PROJECT GOLDFINCH, INCLUDING CERTAIN RELATED AND AFFILIATED ENTITIES, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____ an inducement resolution (the "*Inducement Resolution*") with respect to certain proposed investment by _____ (the "*Company*") (which was identified by the County at the time as "Project Goldfinch") , with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County industrial or commercial use (collectively, the "*Project*"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $58,300,000, but not less than $50,000,000, in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County has jointly developed a multi-county industrial or business park with Cherokee County, South Carolina ("*Park*") by that certain Multi-County Park Agreement dated April 20, 2009 ("*MCIP Agreement*"), as amended, and intends to cause the Project, to the extent not already therein located, to be placed in the Park; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, enter into a FILOT Agreement with the Company (the "*Fee Agreement*"), whereby the County would

provide therein for certain incentives to the Company with respect to the Project as described therein, including (i) providing for a payment of a fee-in-lieu-of taxes by the Company, and (ii) providing certain Infrastructure Credits to assist in paying the costs of certain Infrastructure; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

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

Section 3. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be

invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Clerk to Council

First Reading: May 19, 2025
Second Reading: June 16, 2025
Third Reading: July 21, 2025
Public Hearing: June 16, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk to County Council of Spartanburg County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of May 19, 2025, June 16, 2025, and July 21, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Spartanburg County Council

Dated: _____, 2025

PPAB DRAFT FOR 1st READING

FEE IN LIEU OF TAX AGREEMENT

Between

SPARTANBURG COUNTY, SOUTH CAROLINA

and

[PROJECT GOLDFINCH]

Dated as of _____, 2025

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SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	**[PROJECT GOLDFINCH]**	**Project Code Name:**	**Project Goldfinch**
Projected Investment:	**$58,300,000**	**Projected Jobs:**	**30**
Location (street):		**Tax Map No.:**	
1. FILOT			
Required Investment:	**$50,000,000**	Required Jobs:	n/a
Investment Period:	Five years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Millage:	350.2 mills	Net Present Value (if yes, discount rate):	n/a
Adjustable or fixed millage:	Adjustable		
Clawback information:	Failure to meet the $50,000,000 Contract Minimum Investment Requirement by the end of the Standard Investment Period triggers a full retroactive clawback on all FILOT benefits		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Multi-County Park Agreement with Cherokee County, dated April 20, 2009, as amended		
3. SSRC			
Total Amount:	$975,000		
No. of Years	2 years		
Yearly Increments:	$500,000 in Year 2; $475,000 in Year 3		
Clawback information:	If the Threshold Fee Amount for a year is not met, the Special Source Revenue Credit for such year shall be reduced pro rata		
4. Other information	n/a		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the "*Fee Agreement*") is made and entered into as of _____, 2025 by and between **SPARTANBURG COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Spartanburg County Council (the "*County Council*") as the governing body of the County, and _____, a _____ organized and existing under the laws of the State of _____, formerly identified by the County as Project Goldfinch (the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("*Special Source Revenue Credit*") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture or distribution of products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2025, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act, provides for the payment of fees in lieu of taxes, and provides for the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Projects, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean _____, a _____ _____ formerly identified by the County as Project Goldfinch, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $50,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Spartanburg County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Spartanburg County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Spartanburg County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Spartanburg County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Spartanburg County Council, the governing body of the County.

"County Treasurer" shall mean the Spartanburg County Treasurer, or the person holding any successor office of the County.

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

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

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

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

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Standard Investment Period.

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

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

"MCIP Agreement" shall mean the multi-county park agreement dated as of April 20, 2009, as amended, between the County and Cherokee County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

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

"Scheduled Special Source Revenue Credit" shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Threshold Fee Amount" shall have the meaning set forth with respect to such term in Section 4.02(a) hereof.

"Threshold Overage Amount" shall have the meaning set forth with respect to such term in Section 4.02(b) hereof.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is 350.2 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 350.2 mills, which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such

payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for each of the following years of payments under this Fee Agreement, in the amounts stated (the "*Scheduled Special Source Revenue Credits*"):

Property Tax Years	Amount of Scheduled Special Source Revenue Credit
2	$500,000
3	$475,000

; provided, in the event the FILOT Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount set forth in the corresponding property tax year set forth in Exhibit C attached hereto (the "*Threshold Fee Amount*"), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced on a *pro rata* basis, and shall be equal to the product of the Scheduled Special Source Revenue Credit for such year multiplied by a fraction, the numerator of which shall be the actual amount of FILOT Payment due for such year (prior to the application of any Special Source Revenue Credit), and the denominator of which shall be the Threshold Fee Amount for such year. By way of illustration, only, if the Scheduled Special Source Revenue Credit for such year equals $25,000 ("X"), the actual Payment in Lieu of Tax due for such year (prior to any Special Source Revenue Credit offset) equals $75,000 ("Y"), and the Threshold Fee Amount for such year equals $150,000 ("Z"):

Permitted Special Source Revenue Credit = $75,000 (Y) / $ 150,000 (Z) times $25,000 (X)

(b) The Company hereby acknowledges, for purposes of the Special Source Revenue Credits offered hereunder and the computations expressed in the preceding paragraph, that the Company shall not be entitled to any additional credit, either for the year in question or with respect to any carry forwards for succeeding years, in the event actual FILOT Payments in any year shall exceed the Threshold Fee Amount for such year (a "*Threshold Overage Amount*"), nor may any *pro rata* reductions of the Scheduled Special Source Revenue Credit made pursuant to the preceding paragraph in any year be recouped in any subsequent year by virtue of any Threshold Overage Amounts.

(c) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(d) In no event shall the aggregate amount of Special Source Revenue Credits provided to the Company exceed, at any point in time, the aggregate amount of expenditures incurred by the Company in respect of the Infrastructure. As a condition to the Special Source Revenue Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Auditor and the County Treasurer with a certification as to compliance with the provisions of the preceding sentence. Such certification shall be in substantially the form attached hereto as Exhibit D, and shall be due no later than the May 1 following the immediately preceding December 31 of each year as to which any Special Source Revenue Credit shall relate.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the

Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of *ad valorem* taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Standard Investment Period.

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the

original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

Commented [1]: Jeremy, I added this phrase per your revision, but the page after was missing from the document you sent, so I couldn't tell if this was the full phrase. Please confirm.

however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall

not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County in the amount of $4,500 when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties hereto agree the Administration Expenses shall not exceed $5,000 in any event.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to

the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

_____
Attn: _____
_____
_____

With a copy to:

Sam Moses
Parker Poe Adams & Bernstein, LLP
110 East Court Street, Suite 200
Greenville, South Carolina 29601

If to the County:

Spartanburg County
Attn: County Administrator
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

With a copy to:

Spartanburg County Attorney
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile / Scanned Signatures

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

[End of Article VII]

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

SPARTANBURG COUNTY, SOUTH CAROLINA

_____

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____

Angela G. Walker
Clerk to Spartanburg County Council

[Signature Page 1 to Fee in Lieu of Tax Agreement]

[PROJECT GOLDFINCH]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]
[Insert Tax Map Number here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 2025 between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

_____
Name:_____
Its:_____

EXHIBIT C

THRESHOLD FEE AMOUNTS

Tax Year	Threshold Fee Amount
Year 2	TBD
Year 3	TBD

Commented [2]: Note to County: Please add the threshold fee amounts

EXHIBIT D

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 2025 between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

_____
Name:_____
Its:_____

Spartanburg County

Office of the County Administrator
Post Office Box 5666
Spartanburg, SC 29304-5666
Phone: (864) 596-2526
Facsimile: (864) 596-2232

MEMORANDUM

To: The Honorable Members of the Spartanburg County Council

From: James W. Herzog, Chairman, Accommodations Tax Advisory Committee
Paul Ayers, Member, Accommodations Tax Advisory Committee
Richard Genoble, Member, Accommodations Tax Advisory Committee
Lisa Giaimo, Member, Accommodations Tax Advisory Committee
William Mayrose, Member, Accommodations Tax Advisory Committee
Andrew Morrow, Member, Accommodations Tax Advisory Committee

Date: May 1, 2025

Re: **Funding Recommendations for Fiscal Year 2025-2026**

The Accommodations Tax Advisory Committee met April 15, 2025, to consider funding amounts for twenty (20) applications for Fiscal Year 2025-26 Accommodations Tax funds. Present at the meeting were Accommodations Tax Advisory Committee Members Paul Ayers, Richard Genoble, James Herzog, and William Mayrose.

The Committee's funding recommendations are based on the following:

1. Annual recommendations for project funding are based on anticipated revenue, as determined by current trends and expectations. This year's anticipated revenue is $900,000.

2. As in prior years, all projects meet the criteria of supporting tourism related activities, as defined in two ways:

    a) They contribute to the creation of additional Spartanburg County Accommodations Tax revenue by virtue of renting certain hotel or motel rooms in the county.
    b) The recommended fund expenditures draw individuals to the event or attraction from a distance of at least fifty (50) miles away.

It must be noted, that although some events or attractions draw heavily from the local populace, they draw people from farther away than fifty miles, who are integral to spreading the word to attract tourists to other Spartanburg County places of interest. It is estimated for the upcoming FY 2025-2026 in excess of 85,000 room nights will be utilized in Spartanburg County hotels.

As indicated above, the "Available Funds" (anticipated revenue) for FY 2025-06 was indicated to be $900,000; however, the funding requests were $911,040. The Committee evaluated all requests as presented by well versed and passionate representatives of each organization and determined to recommend funding the requests as submitted and indicated upon the "Recommendations" attached hereto; an amount which totals $911,040. We are suggesting $11,040 be appropriated from future years' surplus. The members attending the meeting could not justify any grade lower than an "A".

Each and every presenter represents what is good and noble about the citizenry of Spartanburg County. The dedication to their individual "cause" must be admired and applauded as they expend a great deal of time, energy and effort to make this community a better place to live, work and play!

Respectfully submitted,

James W. Herzog, Chairman
Spartanburg County Accommodations Tax Advisory Committee

FY 2025-2026_ Accommodation Tax Applications_Funding Trend and Recommendations

	Organization Name	Project Description	3 Year Fund Approval Trend			Organization Request	Committee Recommendation	Committee Rating	Local Government Approved
			2022-23	2023-24	2024-25	2025-26			
1	Artists Collective	Juried Art Exhibition	$ 4,000	$ 5,000	$ 6,500	$ 8,000	$ 8,000	A	
2	Artists Collective	Open Doors Studio Tour		$ 5,000	$ 6,500	$ 7,500	$ 7,500	A	
3	Chapman Cultural Center	Arts Partnership of Greater Spartanburg	$ 30,000	$ 45,000	$ 45,000	$ 60,000	$ 60,000	A	
4	Children's Museum of the Upstate	Children's Museum	$ 10,000	$ 17,000	$ 20,000	$ 24,500	$ 24,500	A	
5	City of Spartanburg	International Festival	$ 6,000	$ 8,000	~~$ 7,000~~	$ 8,000	$ 8,000	A	
7	Discover Upcountry Carolina Association	Advertising/Promotion of Tourism			$ 10,000	$ 15,000	$ 15,000	A	
8	Hatcher Garden & Woodland Preserve	Community Botanical Garden	$ 13,280	$ 17,247	$ 18,136	$ 21,790	$ 21,790	A	
10	Mighty Moo Festival	Mighty Moo Festival	$ 5,000	$ 10,000	$ 10,000	$ 15,000	$ 15,000	A	
11	Shrine Bowl of the Carolinas	Shrine Bowl of the Carolinas	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	A	
12	OneSpartanburg, Inc. (CVB)	Spartanburg Tourism Marketing Plan	$ 310,000	$ 341,000	$ 351,000	$ 361,000	$ 361,000	A	
13	Spartanburg County Historical Association	FestiFall Revolutionary War Weekend	$ 2,400		$ 8,000	$ 10,000	$ 10,000	A	
14	Spartanburg Memorial Auditorium	Modernization of The Hall			$ 100,000	$ 125,000	$ 125,000	A	
15	Spartanburg Philharmonic Orchestra	Music Concert Series	$ 5,000	$ 5,000	$ 5,000	$ 7,500	$ 7,500	A	
16	South Carolina Charities / BMW	BMW Charity Pro-Am (Golf Tournament)	$ 75,000	$ 100,000	$ 110,000	$ 150,000	$ 150,000	A	
17	USC - Upstate Athletics	Baseball Tournaments	$ 5,000	$ 5,500	$ 6,000	$ 2,750	$ 2,750	A	
18	USC - Upstate Athletics	Upstate Invite Cross Country Meet	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	A	
19	USC - Upstate Athletics	Upstate Eye Opener Cross Country Meet			$ 2,500	$ 3,000	$ 3,000	A	
20	*USC - Upstate Athletics	NCAA Men's & Women's Cross Country Pre Nationals				$ 5,000	$ 5,000	A	
21	*USC - Upstate Athletics	NCAA Men's & Women's Cross Country Nationals				$ 5,000	$ 5,000	A	
22	USC - Upsate Athletics	WINTER Softball Tournaments	$ 5,000	$ 5,500	$ 6,000	$ 5,000	$ 5,000	A	
			$ 585,680	**$ 654,747**	**$ 803,636**	**$ 911,040**	**$ 911,040**		-

(*) = New Applicant
(Shaded) = Did not apply
(Strikethrough) = Canceled Event

FY_2025-26 Available Funds: 900,000

County of Spartanburg

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TELEPHONE (864) 596-2526
FAX (864) 596-2232
calverson@spartanburgcounty.org
Spartanburg, South Carolina 29304

B. COLE ALVERSON
COUNTY ADMINISTRATOR

MEMORANDUM

May 19, 2025

To: **Personnel & Finance Committee**

From: **Cole Alverson, County Administrator**

Cc: **Earl Alexander, Deputy County Administrator**
Kevin Stiens, Assistant County Administrator

Re: **Hurricane Helene Response and Recovery Additional Funding**

Overview

Throughout our collective efforts to recover from the effects of Hurricane Helene, County Council has authorized a series of financial transfers to our Disaster Recovery Fund. To-date, County Council has cumulatively authorized $22.25 million to fund clean-up efforts across the County. As we have previously shared, we have viewed these funds as a near-term source of resources to fund the work while we await funding from FEMA.

On May 12, 2025, we received notification from Senator Graham's Office that our request for expedited reimbursement for the first 50% of reimbursable expenses (during the 100% reimbursement period) has been approved. $7,239,968.32 will be disbursed to the County as reimbursement within an approximate 30-day window. The timing of reimbursement for the remaining 50% has not yet been communicated.

In order to put this first tranche of funds to work and to avoid any additional internal transfer to the Disaster Recovery Fund, we recommend that Council formally recognize this revenue source in the Disaster Recovery Fund and set up a corresponding amount of expenditure budget. This will allow us to close and complete remaining financial transactions as we wind down debris collection efforts. Once those financial transactions have been completed, we will then be able to begin reimbursing the internal funding sources that Council authorized for use prior to reimbursements. We anticipate bringing you those transactions in a future month, once all final costs are known, or once we can accurately project those costs.

In addition to this good news, we are also pleased to share that budget values carried by both the SC State Senate and House in their versions of the budget continue to contain allocations for the estimated 25% FEMA match for costs incurred after conclusion of the 100% reimbursement period. Should you have any questions on these updates, or this requested action, please let us know.

Spartanburg County Administration

Memo

To: **Personnel & Finance Committee**
Honorable Jessica Coker, Chairman
Honorable Bob Walker
Honorable Jack Mabry

From: Cole Alverson
County Administrator

Date: May 15, 2025

Attached for your information is financial data for April 2025 as it relates to the Fiscal Year 2024-2025 Budget.

If you should have any questions pertaining to this information prior to your meeting, please do not hesitate to call me.

Attachment

Spartanburg County
Finance Department

Memo

To: Cole Alverson, County Administrator

From: Allison Cantrell, Deputy Finance Director

Date: May 15, 2025

Re: General Fund Financial Data as of 4/30/2025

General Fund Financial Data attached:

- Summary Financial Data
- Revenues
- Expenditures by Department

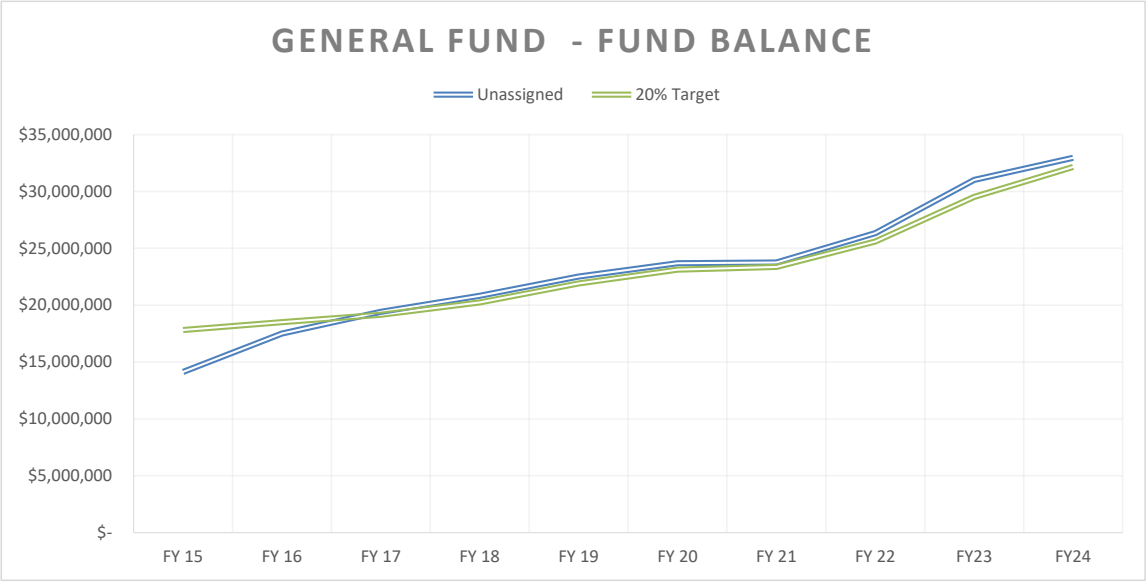
General Fund
Summary Financial Data
April 30, 2025

Expenditures By Type

	PREVIOUS YEAR (FY2024)				CURRENT YEAR (FY2025)			
Type of Expenditure	YTD Actual	% of Budget	Budget	% of Total	YTD Actual	% of Budget	Budget	% of Total
Personnel Services	$ 73,908,557	95.6%	$ 77,324,130	46%	$ 63,849,167	76.4%	$ 83,572,103	45%
Operating Expenses	$ 22,353,019	72.7%	$ 30,743,010	18%	$ 17,322,307	54.3%	$ 31,897,153	17%
Capital Outlay	$ 699,483	76.0%	$ 920,235	1%	$ 610,165	61.5%	$ 991,996	1%
Other	$ 11,718,850	89.0%	$ 13,160,451	8%	$ 1,925,300	13.9%	$ 13,895,747	7%
Debt Service	$ 1,422,710	100.0%	$ -	0%	$ -	0.0%	$ -	0%
Transfers Out	$ 47,760,170	101.2%	$ 47,184,507	28%	$ 24,196	0.0%	$ 54,985,658	30%
	$ 157,862,789	93.2%	$ 169,332,334	100%	$ 83,731,134	45.2%	$ 185,342,658	100%

General Fund 10 Year Unassigned Fund Balance History

Fiscal Year	Total Fund Balance	Unassigned Fund Balance	Actual Revenues	% of Revenues
FY 24	$ 62,465,368	$ 32,956,498	$ 160,763,404	20.5%
FY 23	$ 59,389,753	$ 31,022,039	$ 147,636,021	21.0%
FY 22	$ 61,125,402	$ 26,331,082	$ 127,985,735	20.6%
FY 21	$ 50,091,549	$ 23,760,030	$ 116,839,673	20.3%
FY 20	$ 46,421,277	$ 23,694,613	$ 115,583,342	20.5%
FY 19	$ 40,617,373	$ 22,508,134	$ 109,602,010	20.5%
FY 18	$ 31,268,940	$ 20,820,454	$ 101,163,131	20.6%
FY 17	$ 25,639,290	$ 19,424,939	$ 95,755,723	20.3%
FY 16	$ 23,592,526	$ 17,517,587	$ 92,538,568	18.9%
FY 15	$ 20,318,061	$ 14,133,898	$ 89,088,869	15.9%



SPARTANBURG COUNTY
GENERAL FUND REVENUES
FOR THE PERIOD ENDING APRIL 30, 2025

ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE	% COLL	
400000 CURRENT TAX	86,940,720	-	86,940,720	84,281,853	2,658,867	96.9	(C)
400001 MERCHANTS INVENTORY TAX	803,893	-	803,893	601,005	202,888	74.8	(A)
400002 HOMESTEAD EXEMPTION	2,804,478	-	2,804,478	2,841,820	(37,342)	101.3	(D)
400003 FEE-IN-LIEU OF TAX	13,421,000	-	13,421,000	13,226,036	194,964	98.5	(E)
400005 ACCOMMODATIONS TAX	82,425	-	82,425	53,871	28,554	65.4	(A)
400100 DELINQUENT TAX CURRENT	1,263,800	-	1,263,800	183,085	1,080,715	14.5	(F)
400101 DELINQUENT TAX PRIOR YE	1,250,000	-	1,250,000	709,620	540,380	56.8	(G)
400102 TAX COLLECTOR COSTS	945,000	-	945,000	710,449	234,551	75.2	
411300 DMV DECAL FEES	260,000	-	260,000	209,350	50,650	80.5	
411302 FRANCHISE FEES	1,566,000	-	1,566,000	783,212	782,788	50.0	(A)
430002 S LOCAL GOVT DISTRIBUTI	14,728,830	-	14,728,830	11,302,772	3,426,058	76.7	(A)
430005 S SALARY SUPPLEMENTS	75,000	-	75,000	174,575	(99,575)	232.8	
430020 S RETIREMENT CREDIT	-	266,546	266,546	403,912	(137,366)	151.5	
430030 S VEHICLE MANUFACTURER	190,000	-	190,000	331,645	(141,645)	174.6	(A)
430033 S POLLUTION CONTROL	10,000	-	10,000	-	10,000	0.0	(H)
430035 S SUNDAY ALCOHOL PERMIT	60,000	-	60,000	84,950	(24,950)	141.6	(H)
430036 S LOCAL ASSESSMENT FEE	50,000	-	50,000	74,635	(24,635)	149.3	(A)
430057 S DHEC PENALTIES	-	-	-	11,267	(11,267)	100.0	(H)
440150 INDIRECT COST	2,289,019	-	2,289,019	55,426	2,233,593	2.4	(I)
450000 INTEREST EARNINGS	9,011,118	2,750,000	11,761,118	18,594,470	(6,833,352)	158.1	
480000 MISCELLANEOUS	191,616	-	191,616	121,824	69,792	63.6	(J)
480003 COPY SALES	50,000	-	50,000	30,991	19,009	62.0	
480004 SALE OF PROPERTY & EQUI	50,000	-	50,000	283,784	(233,784)	567.6	
480005 INSURANCE REIMBURSEMENT	50,000	-	50,000	153,275	(103,275)	306.6	
490000 USE OF FUND BALANCE	-	7,342,100	7,342,100	-	7,342,100	0.0	
490001 USE OF FUND BALANCE CAP	12,166,100	8,000,000	20,166,100	-	20,166,100	0.0	
000 NON DEPARTMENTAL	148,258,999	18,358,646	166,617,645	135,223,825	31,393,820	81.2	
411100 COUNTY DOCUMENTARY STAM	3,250,000	-	3,250,000	3,649,439	(399,439)	112.3	
411101 REGISTER OF DEEDS FEES	720,000	-	720,000	822,876	(102,876)	114.3	
152 REGISTER OF DEEDS	3,970,000	-	3,970,000	4,472,315	(502,315)	112.7	
480104 REIMBURSEMENT	-	74,513	74,513	95,633	(21,120)	128.3	
201 ENVIRONMENTAL ENFORCEMENT	-	74,513	74,513	95,633	(21,120)	128.3	
480152 LEASES	176,305	-	176,305	125,110	51,195	71.0	(B)
202 COMMUNICATIONS	176,305	-	176,305	125,110	51,195	71.0	
430000 S REVENUE	35,000	-	35,000	28,986	6,015	82.8	
480104 REIMBURSEMENT	-	2,020	2,020	2,020	-	100.0	
203 CORONER	35,000	2,020	37,020	31,006	6,015	83.8	
411250 SHERIFF FEES	32,000	6,768	38,768	41,227	(2,459)	106.3	
430000 S REVENUE	-	-	-	24,255	(24,255)	100.0	
480000 MISCELLANEOUS	-	3,878	3,878	6,603	(2,725)	170.3	
480104 REIMBURSEMENT	25,000	-	25,000	25,839	(839)	103.4	
204 SHERIFF	57,000	10,646	67,646	97,924	(30,277)	144.8	
430001 S GRANT REVENUE	22,500	96	22,596	45,192	(22,596)	200.0	(B)
209 RESCUE SQUADS	22,500	96	22,596	45,192	(22,596)	200.0	
400000 CURRENT TAX	1,025,463	-	1,025,463	1,038,670	(13,207)	101.3	(K)
400101 DELINQUENT TAX PRIOR YE	15,000	-	15,000	9,278	5,722	61.9	(K)
211 FIRE DEPARTMENTS	1,040,463	-	1,040,463	1,047,947	(7,484)	100.7	
480104 REIMBURSEMENT	5,000	6,484	11,484	7,127	4,357	62.1	
212 EMERGENCY SERVICES	5,000	6,484	11,484	7,127	4,357	62.1	
411202 WORTHLESS CHECK FEES	4,000	-	4,000	1,019	2,981	25.5	
430008 S SOLICITOR SUPP SPARTA	2,178,040	-	2,178,040	2,408,349	(230,309)	110.6	(A)
430009 S SOLICITOR SUPP CHEROK	346,300	-	346,300	-	346,300	0.0	(L)
440002 CHEROKEE COUNTY CONTRIB	115,500	-	115,500	96,577	18,923	83.6	
250 CIRCUIT SOLICITOR	2,643,840	-	2,643,840	2,505,944	137,896	94.8	

SPARTANBURG COUNTY
GENERAL FUND REVENUES
FOR THE PERIOD ENDING APRIL 30, 2025

ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE	% COLL	
430006 S SUPPLEMENT	8,294	-	8,294	8,294	0	100.0	
253 VICTIM WITNESS PROGRAM	8,294	-	8,294	8,294	0	100.0	(B)
410101 CLERK OF COURT FINES	40,000	-	40,000	48,037	(8,037)	120.1	
411201 CLERK OF COURT FEES	910,500	-	910,500	733,829	176,671	80.6	
420001 F DSS FILING FEE	35,000	-	35,000	2,400	32,600	6.9	
420010 F DSS IV-D TRANSACTION	540,000	-	540,000	346,540	193,460	64.2	
255 CLERK OF COURT	1,525,500	-	1,525,500	1,130,806	394,694	74.1	
410100 MAGISTRATE COURT FINES	1,850,000	-	1,850,000	1,586,728	263,272	85.8	
256 MAGISTERIAL COURT	1,850,000	-	1,850,000	1,586,728	263,272	85.8	
411208 MASTER-IN-EQUITY FEES	160,000	-	160,000	123,059	36,941	76.9	
257 MASTER-IN-EQUITY	160,000	-	160,000	123,059	36,941	76.9	
411200 PROBATE FEES	750,000	-	750,000	645,348	104,652	86.0	
258 PROBATE COURT	750,000	-	750,000	645,348	104,652	86.0	
480000 MISCELLANEOUS	-	-	-	500	(500)	100.0	
300 ROADS & BRIDGES	-	-	-	500	(500)	100.0	
410000 MOBILE HOME PERMITS	135,000	-	135,000	111,929	23,071	82.9	
410001 BUILDING PERMITS	4,145,000	-	4,145,000	4,638,596	(493,596)	111.9	
410002 BILLBOARD PERMITS	7,500	-	7,500	4,040	3,460	53.9	
410005 PERMIT RENEWALS	4,000	-	4,000	5,883	(1,883)	147.1	
430011 S REIMBURSEMENT	-	480	480	480	-	100.0	
350 BUILDING CODES	4,291,500	480	4,291,980	4,760,928	(468,948)	110.9	
411003 MINOR SUBDIVISION REVIE	10,000	-	10,000	6,405	3,595	64.1	
411004 MAJOR SUBDIVISION REVIE	15,000	-	15,000	22,753	(7,753)	151.7	
411005 LAND DEVELOPMENT REVIEW	60,000	-	60,000	60,692	(692)	101.2	
411006 VARIANCE FEES	3,000	-	3,000	1,890	1,110	63.0	
411007 MISC LAND MGMT FEES	7,500	-	7,500	11,564	(4,064)	154.2	
411008 MOBILE HOME PARK FEES	30,000	-	30,000	6,804	23,196	22.7	(M)
411009 BILLBOARD FEES	20,000	-	20,000	18,656	1,344	93.3	(M)
411010 JUNKYARD FEES	8,500	-	8,500	7,782	719	91.5	(M)
351 PLANNING & DEVELOPMENT	154,000	-	154,000	136,546	17,455	88.7	
480002 SALES	-	-	-	269	(269)	100.0	
403 GIS	-	-	-	269	(269)	100.0	
420013 F COUNTY DSS ADMINISTRA	224,000	-	224,000	(23,059)	247,059	-10.3	(A)
480104 REIMBURSEMENT	32,755	-	32,755	27,296	5,459	83.3	
450 OUTSIDE AGENCIES	256,755	-	256,755	4,237	252,518	1.7	
430004 S ELECTION REIMBURSEMEN	169,310	-	169,310	311,176	(141,866)	183.8	(H)
440003 ELECTION REIMBURSEMENT	24,000	-	24,000	30,399	(6,399)	126.7	(H)
452 REGISTRATION & ELECTIONS	193,310	-	193,310	341,576	(148,266)	176.7	
430006 S SUPPLEMENT	10,350	-	10,350	10,852	(502)	104.8	(A)
453 VETERANS AFFAIRS	10,350	-	10,350	10,852	(502)	104.8	
480104 REIMBURSEMENT	775,400	-	775,400	-	775,400	0.0	
507 LIBRARY	775,400	-	775,400	-	775,400	0.0	
490300 TRANSFER FROM FUND 300	-	118,083	118,083	-	118,083	0.0	
600 TRANSFERS BETWEEN FUNDS	-	118,083	118,083	-	118,083	0.0	
TOTAL GENERAL FUND REVENUES	166,184,216	18,570,968	184,755,184	152,401,164	32,354,020	82.5	

Notes:

(A) Revenue is received on a quarterly basis.

(B) Revenue is received on an annual basis, in one lump sum.

(C) Current Tax includes monthly collections for vehicles, BMW Tags, Motor Carrier, Watercraft, and collections from late October though mid-March for real estate.

(D) Revenue is received annually, usually in April, and posted in early May when the apportionment is completed.

(E) The majority of revenue is received in January.

(F) Revenue is received March through June and represents current taxes collected by the Tax Collector.

(G) Revenue is received monthly and represents tax collections from prior levy years collected by the Tax Collector.

(H) Collection of revenue stream is inconsistent.

(I) Indirect Cost for the Upstate Workforce Board is recorded monthly, SPATS is recorded quarterly, and the County General Fund portion is recorded at fiscal year end

SPARTANBURG COUNTY
GENERAL FUND REVENUES
FOR THE PERIOD ENDING APRIL 30, 2025

(J) One time revenue that is not posted to other line items; also includes fees received from collection of bad checks.
(K) Property tax collections from half-mil levy for Fire Advisory Board. Revenue is collected monthly.
(L) Revenue is moved at the end of each fiscal year from the Spartanburg 430008 account based on population of each county.
(M) Revenue is billed annually and recorded in the month billed.

Most other accounts above receive revenue on daily or monthly basis throughout the fiscal year. Descriptions beginning with "S" indicates State Revenue; "F" indicates Federal Revenue.

SPARTANBURG COUNTY
GENERAL FUND EXPENDITURES
FOR THE PERIOD ENDING APRIL 30, 2025

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
50 PERSONNEL SERVICES	1,510,202	427,136	1,937,338	956,806	-	980,532	49.40	
51 OPERATING	5,307,908	1,008,369	6,316,277	6,181,136	152,678	(17,537)	100.30	
52 CAPITAL	23,500	19,904	43,404	26,522	4,043	12,839	70.40	
53 OTHER	10,264,293	-	10,264,293	135,830	-	10,128,463	1.30	
000 NON DEPARTMENTAL	17,105,903	1,455,409	18,561,312	7,300,295	156,721	11,104,297	40.20	(A)
50 PERSONNEL SERVICES	889,983	7,024	897,007	640,631	-	256,376	71.40	
51 OPERATING	58,944	3,818	62,762	31,112	272	31,378	50.00	
52 CAPITAL	2,000	5,032	7,032	4,178	32	2,822	59.90	
100 ADMINISTRATION	950,927	15,874	966,801	675,920	304	290,577	69.90	
50 PERSONNEL SERVICES	392,980	(21,600)	371,380	269,412	-	101,968	72.50	
51 OPERATING	215,750	54,751	270,501	190,977	875	78,648	70.90	
101 COUNTY COUNCIL	608,730	33,151	641,881	460,389	875	180,617	71.90	
50 PERSONNEL SERVICES	81,053	-	81,053	64,508	-	16,545	79.60	
51 OPERATING	1,220	80	1,300	324	80	896	31.00	
102 LEGISLATIVE DELEGATION	82,273	80	82,353	64,832	80	17,441	78.80	
50 PERSONNEL SERVICES	1,298,224	-	1,298,224	1,032,661	-	265,563	79.50	
51 OPERATING	352,782	11,537	364,319	305,179	1,025	58,115	84.00	
150 AUDITOR	1,651,006	11,537	1,662,543	1,337,841	1,025	323,678	80.50	
50 PERSONNEL SERVICES	2,765,816	(162,000)	2,603,816	1,960,534	-	643,282	75.30	
51 OPERATING	135,135	1,708	136,843	76,300	38	60,505	55.80	
52 CAPITAL	20,500	737	21,237	12,233	1,396	7,608	64.20	
151 ASSESSOR	2,921,451	(159,555)	2,761,896	2,049,067	1,434	711,395	74.20	
50 PERSONNEL SERVICES	979,374	(9,000)	970,374	771,236	-	199,138	79.50	
51 OPERATING	18,629	3,354	21,983	10,228	160	11,595	47.30	
52 CAPITAL	13,553	11,122	24,675	15,675	-	9,000	63.50	
152 REGISTER OF DEEDS	1,011,556	5,476	1,017,032	797,139	160	219,733	78.40	
50 PERSONNEL SERVICES	1,369,434	1,909	1,371,343	1,019,950	-	351,393	74.40	
51 OPERATING	123,921	29,595	153,516	99,570	-	53,947	64.90	
153 TREASURER	1,493,355	31,505	1,524,860	1,119,520	-	405,340	73.40	
50 PERSONNEL SERVICES	748,323	-	748,323	573,169	-	175,154	76.60	
51 OPERATING	439,392	697	440,089	168,843	697	270,549	38.50	
52 CAPITAL	-	579	579	-	579	-	100.00	
154 TAX COLLECTOR	1,187,715	1,276	1,188,991	742,012	1,276	445,703	62.50	
51 OPERATING	484,000	162,000	646,000	461,729	-	184,271	71.50	
200 ANIMAL SERVICES PROGRAM	484,000	162,000	646,000	461,729	-	184,271	71.50	(B)
50 PERSONNEL SERVICES	1,257,796	74,300	1,332,096	970,497	-	361,599	72.90	
51 OPERATING	617,225	1,111,476	1,728,701	265,583	72,063	1,391,055	19.50	
52 CAPITAL	-	9,966	9,966	277	1,117	8,572	14.00	
201 ENVIRONMENTAL ENFORCEMENT	1,875,021	1,195,742	3,070,763	1,236,357	73,180	1,761,227	42.60	
50 PERSONNEL SERVICES	5,562,111	117,341	5,679,452	4,710,508	-	968,943	82.90	
51 OPERATING	1,107,803	125,542	1,233,345	628,333	18,097	586,914	52.40	
52 CAPITAL	12,500	392,027	404,527	178,916	217,243	8,367	97.90	
202 COMMUNICATIONS	6,682,414	634,909	7,317,323	5,517,758	235,340	1,564,225	78.60	
50 PERSONNEL SERVICES	1,563,404	(30,802)	1,532,602	1,204,382	-	328,220	78.60	
51 OPERATING	998,860	2,755	1,001,615	530,306	2,829	468,480	53.20	
52 CAPITAL	4,200	1,027	5,227	1,163	-	4,064	22.30	
203 CORONER	2,566,464	(27,020)	2,539,444	1,735,851	2,829	800,763	68.50	
50 PERSONNEL SERVICES	31,572,866	(161,155)	31,411,711	24,377,246	-	7,034,465	77.60	
51 OPERATING	4,565,148	(24,120)	4,541,028	3,004,016	69,668	1,467,343	67.70	
52 CAPITAL	131,768	52,104	183,872	173,772	484	9,615	94.80	
204 SHERIFF	36,269,782	(133,171)	36,136,611	27,555,034	70,153	8,511,424	76.40	

SPARTANBURG COUNTY
GENERAL FUND EXPENDITURES
FOR THE PERIOD ENDING APRIL 30, 2025

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
51 OPERATING	5,200,046	2,211,535	7,411,581	668,763	-	6,742,818	9.00	
207 EMERGENCY MEDICAL SERVICE	5,200,046	2,211,535	7,411,581	668,763	-	6,742,818	9.00	(C)
51 OPERATING	29,500	96	29,596	4,569	-	25,027	15.40	
209 RESCUE SQUADS	29,500	96	29,596	4,569	-	25,027	15.40	(D)
53 OTHER	1,040,463	956,907	1,997,370	693,359	57,482	1,246,529	37.60	
211 FIRE DEPARTMENTS	1,040,463	956,907	1,997,370	693,359	57,482	1,246,529	37.60	(E)
50 PERSONNEL SERVICES	909,380	-	909,380	724,693	-	184,687	79.70	
51 OPERATING	239,445	7,046	246,491	116,763	2,825	126,904	48.50	
52 CAPITAL	105,000	12,413	117,413	82,864	-	34,550	70.60	
212 EMERGENCY SERVICES	1,253,825	19,459	1,273,284	924,319	2,825	346,141	72.80	
50 PERSONNEL SERVICES	7,680,465	(251,968)	7,428,497	5,080,295	-	2,348,202	68.40	
51 OPERATING	236,794	-	236,794	161,071	-	75,723	68.00	
250 CIRCUIT SOLICITOR	7,917,259	(251,968)	7,665,291	5,241,366	-	2,423,925	68.40	
50 PERSONNEL SERVICES	2,933,484	-	2,933,484	2,302,315	-	631,169	78.50	
51 OPERATING	266,003	71,715	337,718	187,446	2,497	147,775	56.20	
52 CAPITAL	-	43,691	43,691	13,533	9,626	20,532	53.00	
255 CLERK OF COURT	3,199,487	115,406	3,314,893	2,503,294	12,122	799,477	75.90	
50 PERSONNEL SERVICES	4,317,412	(3,450)	4,313,962	3,224,135	-	1,089,827	74.70	
51 OPERATING	177,507	7,144	184,651	121,305	2,872	60,473	67.20	
52 CAPITAL	-	4,515	4,515	807	3,603	106	97.70	
256 MAGISTERIAL COURT	4,494,919	8,209	4,503,128	3,346,247	6,475	1,150,405	74.50	
50 PERSONNEL SERVICES	634,679	-	634,679	408,383	-	226,296	64.30	
51 OPERATING	10,135	161	10,296	3,787	116	6,392	37.90	
257 MASTER-IN-EQUITY	644,814	161	644,975	412,171	116	232,688	63.90	
50 PERSONNEL SERVICES	2,378,334	-	2,378,334	1,953,453	-	424,881	82.10	
51 OPERATING	67,852	-	67,852	23,204	2,474	42,174	37.80	
52 CAPITAL	12,601	-	12,601	9,102	-	3,499	72.20	
258 PROBATE COURT	2,458,787	-	2,458,787	1,985,759	2,474	470,554	80.90	
50 PERSONNEL SERVICES	5,257,510	-	5,257,510	3,689,538	-	1,567,972	70.20	
51 OPERATING	2,403,350	180,342	2,583,692	1,180,986	621,661	781,044	69.80	
52 CAPITAL	2,000	5,671	7,671	6,408	-	1,263	83.50	
300 ROADS & BRIDGES	7,662,860	186,013	7,848,873	4,876,933	621,661	2,350,279	70.10	
50 PERSONNEL SERVICES	247,078	-	247,078	672,281	-	(425,203)	272.10	
51 OPERATING	24,650	20,660	45,310	35,418	-	9,892	78.20	
52 CAPITAL	9,200	35,878	45,078	41,173	1,741	2,164	95.20	
306 TRANSPORTATION	280,928	56,538	337,466	748,872	1,741	(413,147)	222.40	(F)
50 PERSONNEL SERVICES	1,907,163	(74,300)	1,832,863	1,367,212	-	465,651	74.60	
51 OPERATING	123,295	(1,722)	121,573	69,495	997	51,081	58.00	
52 CAPITAL	45,298	(7,936)	37,362	32,004	1,287	4,071	89.10	
350 BUILDING CODES	2,075,756	(83,958)	1,991,798	1,468,711	2,284	520,803	73.90	
50 PERSONNEL SERVICES	1,338,121	-	1,338,121	1,196,259	-	141,862	89.40	
51 OPERATING	104,920	164,146	269,066	51,772	869	216,425	19.60	
52 CAPITAL	5,196	3,910	9,106	3,835	3,496	1,775	80.50	
351 PLANNING & DEVELOPMENT	1,448,237	168,056	1,616,293	1,251,866	4,364	360,063	77.70	(G)
53 OTHER	26,901	-	26,901	20,176	-	6,725	75.00	
352 ECONOMIC DEVELOPMENT	26,901	-	26,901	20,176	-	6,725	75.00	(H)
50 PERSONNEL SERVICES	198,330	-	198,330	158,304	-	40,026	79.80	
51 OPERATING	642,950	-	642,950	557,717	-	85,233	86.70	
400 MAIL SERVICES	841,280	-	841,280	716,021	-	125,259	85.10	
50 PERSONNEL SERVICES	219,347	-	219,347	171,087	-	48,260	78.00	
51 OPERATING	184,604	7,831	192,435	162,567	2,868	27,000	86.00	
401 RECORDS MANAGEMENT	403,951	7,831	411,782	333,654	2,868	75,260	81.70	

SPARTANBURG COUNTY
GENERAL FUND EXPENDITURES
FOR THE PERIOD ENDING APRIL 30, 2025

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
50 PERSONNEL SERVICES	630,720	-	630,720	500,851	-	129,869	79.40	
51 OPERATING	15,043	10,872	25,915	3,059	231	22,625	12.70	
403 GIS	645,763	10,872	656,635	503,910	231	152,494	76.80	
50 PERSONNEL SERVICES	1,088,348	-	1,088,348	801,956	-	286,392	73.70	
51 OPERATING	18,900	525	19,425	25,806	-	(6,381)	132.90	
52 CAPITAL	-	482	482	461	-	21	95.50	
404 FINANCE	1,107,248	1,007	1,108,255	828,223	-	280,032	74.70	
50 PERSONNEL SERVICES	354,013	(965)	353,048	241,036	-	112,012	68.30	
51 OPERATING	12,320	62	12,382	5,496	249	6,637	46.40	
52 CAPITAL	300	1,334	1,634	369	1,072	193	88.20	
405 BUDGET MANAGEMENT	366,633	431	367,064	246,901	1,322	118,842	67.60	
50 PERSONNEL SERVICES	337,127	(2,250)	334,877	208,501	-	126,376	62.30	
51 OPERATING	9,435	-	9,435	5,755	-	3,680	61.00	
52 CAPITAL	-	2,250	2,250	147	1,637	465	79.30	
406 INTERNAL AUDITOR	346,562	-	346,562	214,404	1,637	130,521	62.30	
50 PERSONNEL SERVICES	173,037	8,160	181,197	145,618	-	35,579	80.40	
51 OPERATING	7,345	9,000	16,345	2,222	-	14,123	13.60	
52 CAPITAL	-	334	334	-	-	334	0.00	
407 PURCHASING	180,382	17,494	197,876	147,840	-	50,036	74.70	
50 PERSONNEL SERVICES	576,494	-	576,494	459,580	-	116,914	79.70	
51 OPERATING	149,115	499	149,614	38,827	219	110,569	26.10	
52 CAPITAL	-	4,800	4,800	2,255	-	2,545	47.00	
408 COUNTY ATTORNEY	725,609	5,299	730,908	500,661	219	230,029	68.50	
50 PERSONNEL SERVICES	709,746	-	709,746	550,599	-	159,147	77.60	
51 OPERATING	170,500	(688)	169,812	107,027	1,368	61,417	63.80	
409 HUMAN RESOURCES	880,246	(688)	879,558	657,626	1,368	220,564	74.90	
50 PERSONNEL SERVICES	198,003	-	198,003	157,764	-	40,239	79.70	
51 OPERATING	110,210	38,000	148,210	91,537	-	56,673	61.80	
416 RISK MANAGEMENT	308,213	38,000	346,213	249,302	-	96,911	72.00	
50 PERSONNEL SERVICES	47,520	-	47,520	29,607	-	17,914	62.30	
51 OPERATING	1,051,540	(15,000)	1,036,540	889,174	-	147,366	85.80	
53 OTHER	1,289,100	318,083	1,607,183	1,075,935	-	531,248	66.90	
450 OUTSIDE AGENCIES	2,388,160	303,083	2,691,243	1,994,716	-	696,527	74.10	(I)
51 OPERATING	572,842	-	572,842	572,842	-	-	100.00	
451 INDIGENT CARE SERVICES	572,842	-	572,842	572,842	-	-	100.00	(J)
50 PERSONNEL SERVICES	1,086,546	-	1,086,546	903,257	-	183,289	83.10	
51 OPERATING	366,282	15,816	382,098	240,905	1,442	139,751	63.40	
452 REGISTRATION & ELECTIONS	1,452,828	15,816	1,468,644	1,144,163	1,442	323,039	78.00	
50 PERSONNEL SERVICES	439,300	-	439,300	350,903	-	88,397	79.90	
51 OPERATING	60,025	(3,774)	56,251	41,155	167	14,929	73.50	
52 CAPITAL	-	4,541	4,541	4,472	-	69	98.50	
453 VETERANS AFFAIRS	499,325	767	500,092	396,529	167	103,395	79.30	
59 TRANSFERS OUT	42,840,795	12,144,863	54,985,658	24,196	-	54,961,462	0.00	
600 TRANSFERS BETWEEN FUNDS	42,840,795	12,144,863	54,985,658	24,196	-	54,961,462	0.00	(K)
TOTAL GENERAL FUND EXPENDITURES	166,184,216	19,158,442	185,342,658	83,731,134	1,264,175	100,347,349	45.90	(K)

Notes:

(A) This line item includes expenditures that are not directly allocated to other departments (i.e., retiree health insurance, bank fees, lease payments, contingency, indirect costs for IT and Facilities, and property and liability insurance.) The indirect cost expenditures represent the largest portion of the expenditures and are posted annually at the end of the fiscal year. The remaining expenditures vary as to timing of postings.

(B) This department includes the contract with Greenville County for animal intake services. Expenditures are posted monthly.

(C) This line item represents the contract with Spartanburg Regional Healthcare System to provide EMS services throughout the County. The hospital provides monthly billings to the County representing expenditures incurred that month less revenue received from insurance reimbursements and other

(D) Each fiscal year, a one time payment is made from this account to Spartanburg Regional Medical Center for their Grant in Aid reimbursement. This

payment depends on how much the grant award was approved for. All other postings throughout the fiscal year are vehicle maintenance fuel charges.

(E) This line item represents expenditures funded from the proceeds of the one-half mil tax levy that are approved by the Fire Advisory Committee. Any unspent funds are carried over to the following year.

(F) A portion of the personnel services in the Transportation department will be paid for with the Penny Tax. A journal entry will be done from the Fund 100 personnel accounts to move these expenditures to the Penny Tax project in that fund.

(G) A portion of the Planning and Development payroll amounts are for the SPATS program. Each payroll, these amounts post to Department 351 and after each quarter, a journal entry is done to move the SPATS portion of the payroll to Fund 250.

(H) This department provides support for the Appalachian Council of Governments Information Systems (Infomentum) and is posted quarterly.

(I) Expenditures posted to this department include quarterly payments to outside agencies, such as the Health Department, Mountainview Nursing Home, and United Way. The monthly checks to pay rent for the DSS building at Beaumont are also paid from this account, as well as the monthly DSS telephone payments. In addition, each year the County pays Spartanburg Regional Medical Center for the FTA local match. Currently this is $250,000 and these payments are sent when Spartanburg Regional requests the payment.

(J) This line item provides for the quarterly payment to the Department of Health and Human Services for the Medically Indigent Assistance Program.

(K) The local match for the SPATS program is posted quarterly. At fiscal year end, a journal entry is completed to post the other transfer amounts. This is a large journal entry posted at fiscal year end, and as a result the Total % Used amount could be skewed low until this posting occurs.

Full Time Position Vacancy & Frozen Report

May 1, 2025

Dept Code	Department Name	Total Full-Time FY25	Full-Time Frozen	Authorized Full-Time FY25	Authorized Full-Time Vacant FY25	Authorized % Vacant
100	**County Administration**	8	0	8	1	12.5%
101	**County Council**	1	0	1	0	0.0%
102	**County Delegation**	1	0	1	0	0.0%
150	**Auditor**	16	0	16	0	0.0%
151	**Assessor**	41	4	37	6	18.2%
152	**Register of Deeds**	16	2	14	0	0.0%
153	**Treasurer**	17	0	17	1	5.9%
154	**Tax Collector**	11	1	10	1	11.1%
201	**Environmental Enforcement**	20	0	20	2	10.0%
202	**Communications Operations**	75	0	75	6	8.0%
203	**Coroner**	16	0	16	1	6.3%
204	**Sheriff**	333	0	333	39	11.7%
212	**Emergency Services**	9	0	9	0	0.0%
250	**Circuit Solicitor**	70	3	67	4	6.3%
255	**Clerk of Court**	46	4	42	1	2.6%
256	**Magisterial Court**	31	1	30	2	6.9%
257	**Master in Equity**	5	0	5	2	40.0%
258	**Probate Court**	27	0	27	2	7.4%
300	**Roads and Bridges**	73	0	73	13	17.8%
306	**Transportation**	9	0	9	1	11.1%
350	**Building Codes**	24	0	24	0	0.0%
351	**Planning and Development**	20	0	20	3	15.0%
400	**Mail Services**	3	0	3	0	0.0%
401	**Records Management**	5	1	4	0	0.0%
403	**Geographic Information**	7	0	7	0	0.0%
404	**Finance**	13	1	12	0	0.0%
405	**Budget Management**	2	0	2	0	0.0%
406	**Internal Auditor**	3	0	3	0	0.0%
407	**Purchasing**	2	0	2	0	0.0%
408	**County Attorney**	5	0	5	0	0.0%
409	**Human Resources**	7	0	7	1	14.3%
416	**Risk Management**	2	0	2	0	0.0%
452	**Registration and Elections**	10	0	10	0	0.0%
453	**Veterans Affairs**	6	0	6	0	0.0%
	Gen Fund Positions (FT)	**934**	**17**	**917**	**86**	**9.6%**
Fund 200	**Parks**	71	0	71	3	4.2%
Fund 201	**Hospitality Tax**	2	0	2	0	0.0%
Fund 211	**Storm Water Management**	16	0	16	2	12.5%
Fund 220	**Solid Waste Management**	55	1	54	5	9.4%

Fund 235	**Detention Facility**	221	11	210	22	11.1%
Fund 236	**E911 Phone System**	3	0	3	0	0.0%
Fund 237	**Victim Assistance**	7	0	7	1	14.3%
Fund 238	**Fire Department (Trinity)**	15	0	15	0	0.0%
Fund 245	**Public Defender**	37	2	35	3	9.1%
Fund 246	**Pet Resource Center**	12	0	12	8	66.7%
Fund 250	**Special Revenue Fund**	72	1	71	4	5.7%
Fund 251	**Workforce Investment Board**	7	2	5	2	66.7%
Fund 253	**CED**	6	0	6	1	16.7%
Fund 256	**Opioid**	11	0	11	0	0.0%
Fund 500	**Fleet Services**	18	0	18	3	16.7%
Fund 501	**Facilities Maintenance**	23	0	23	0	0.0%
Fund 505	**Information Technologies**	19	0	19	1	5.3%
	Special Fund Positions (FT)	**595**	**17**	**578**	**55**	**9.8%**
	All Funds (FT Positions)	**1,529**	**34**	**1495**	**141**	**9.7%**

05.6.25 Frozen number matches Munis
05.6.25 Total Full-Time matches Munis
05.6.25 Total Full-Time matches Authorized Staffing (Nikki's Report)

SPARTANBURG
COUNTY PARKS DEPARTMENT

Monthly Report
April 2025

Department Spotlight

Oh, what an egg-cellent time we had at our two large Easter events on April 19th! Over 1,300 people joined us at both Tyger River Park for Easter Egg Scramble and at North Spartanburg Park for EGG-Cessible Easter Egg Hunt.

Easter Egg Scramble is for children ages 10 and under. EGG-Cessible Easter Egg Hunt is in partnership with Carolina Miracle League and is for people of all ages with special needs.

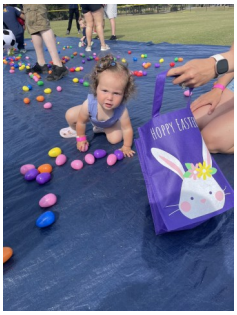













Youth Development

We held an all-day ACE Program at the Woodruff Leisure Center during spring break week. The highlight of the week was a field trip to Unity Park in Greenville!












Youth Development

The students celebrated Earth Day for an entire week. The first day they walked outside, picking up trash. After that, they sorted through their collections to see what was salvageable for a future recycled craft!

The Lake Cooley staff led the kids on a nature walk and each child also planted their own seedling to take home.

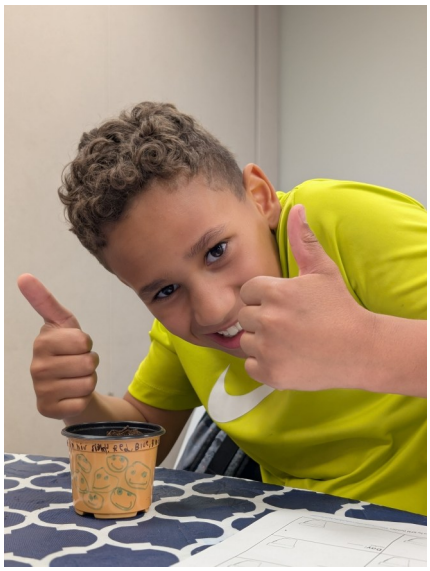












50+ Program

The Boiling Springs group had a cookout, played bingo and planted flowers.





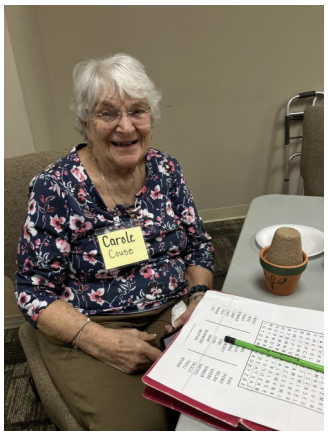












50+ Program

The Landrum group invited the Boiling Springs group to join them for lunch and a concert put on by the Bad Moon Band.






The CC Woodson group dressed up in their Easter best this month. They also took a dancing class and did some cardio drumming.





50+ Program

The Chesnee group took a field trip to Hatcher Garden.







The Pacolet group was treated to a concert from the Pacolet Elementary Chorus.

The Timken Community Center and Middle Tyger groups got in the Easter spirit and both made Easter themed crafts.





50+ Program

The CC Woodson and TK Gregg groups were visited by Dr. Brenda Lee Pryce, the first black female state legislator in South Carolina.

She recently authored a book called "North of Main", focusing on Spartanburg's historic black neighborhoods and their rich history. She gifted each participant a copy of her book.





Community Centers

Cooking class participants learned how to make floral designs with frosting on top of cupcakes at the Chesnee Community Center.






At the Timken Community Center, craft class participants made jeweled suncatchers.





Community Centers

We hosted Family Movie Night at the Woodruff Leisure Center during spring break. We showed "Wonka" in the gym and served popcorn too!







Community Partners

Our staff participated in several job and career fairs this month, including Spartanburg County's job fair. We also hosted a sensory-friendly table for those with special needs at the City of Spartanburg's Easter Egg Hunt.









Therapeutic Recreation

We led the Special Olympics Track and Field Day
at McCracken Middle School on April 15th.
— athletes from — schools participated.








Park Operations

The Park Operations staff put out over 5,000 plastic eggs, spread over 12 fields at Tyger River Park for Easter Egg Scramble. This photo was taken right before they dispersed to put out all those eggs!



Park Operations

The Park Ops division hosted its first Intern Breakfast, celebrating the achievements of our Spring 2025 interns - Gavin McFadden and Ryan Glenn.

Both are Converse University students. We nominated Gavin for an internship award through Converse and he was named the "Intern with the Greatest Impact on an Organization." Way to go Gavin!



Park Operations

The staff worked alongside our maintenance crew to make sure fields were ready for play during the Conference Carolinas tournament, following a large rainstorm.









Youth Sports

3,532 young athletes played games and/or practiced at our tennis courts, baseball, softball and soccer fields during the month of April.





Tournaments

Adult Softball
Teams: 8
Participants: 96
Spectators: 240

Fast Pitch Softball
Teams: 62
Participants: 744
Spectators: 2,460

Baseball
Teams: 72
Participants: 864
Spectators: 2,160

Total Estimated Economic Impact:
$687,481



Staff Development

Trey Glover attended the Sports Events and Tourism Association conference in Tulsa, Oklahoma. It's a weeklong symposium designed to drive more business and tournaments to local sports facilities.



Jon Woodsby, Kristie Oliver and Rebekah Parker attended the South Carolina Recreation and Parks Association Trends Institute in Greer. This 2-day conference brings together departments from across the state to discuss current issues and strategies.

Staff Development





Kristie Oliver and Card Sgaglio completed the "Equity in Practice" certificate. It's a National Recreation and Park Association program focusing on exploring racial equity in parks and recreation. It was 12 weeks of hands-on and interactive learning with self-guided work each week, plus 6 live 2.5 hour working sessions.

Location	FY 2024 Output Measures	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	FY 2025 TOTAL TO DATE
Park Maintenance Team (Estimated Employee/Hours, By Activity)														
CP Shop	Equipment Maintenance & Repair	512	512	512	512	512	512	512	512	512	512			5,120
CP Shop	General Park Maintenance & Repair	288	288	288	288	288	288	288	288	288	288			2,880
CP Shop	Park Improvements Construction/Installation	2	2	2	2	2	2	2	2	2	2			20
CP Shop	Safety Inspections	-	-	-	-	-	-	-	-	-	-			-
CP Shop	Sports Field Maintenance & Preparation	20	20	20	20	20	20	20	20	20	20			200
CP Shop	Trail Maintenance	8	8	8	8	8	8	8	8	8	8			80
Nside Shop	Equipment Maintenance & Repair	800	800	800	800	800	800	800	800	800	800			8,000
Nside Shop	General Park Maintenance & Repair	-	-	-	-	-	-	-	-	-	-			-
Nside Shop	Park Improvements Construction / Installation	16	16	16	16	16	16	16	16	16	16			160
Nside Shop	Safety Inspections	736	736	736	736	736	736	736	736	736	736			7,360
Nside Shop	Sports Field Maintenance & Preparation	20	20	20	20	20	20	20	20	20	20			200
Nside Shop	Trail Maintenance	8	8	8	8	8	8	8	8	8	8			80
Sside Shop	Equipment Maintenance & Repair	800	800	800	800	800	800	800	800	800	800			8,000
Sside Shop	General Park Maintenance & Repair	-	-	-	-	-	-	-	-	-	-			-
Sside Shop	Park Improvement Construction / Installation	16	16	16	16	16	16	16	16	16	16			160
Sside Shop	Safety Inspections	736	736	736	736	736	736	736	736	736	736			7,360
Sside Shop	Sports Field Maintenance & Preparation	10	10	10	10	10	10	10	10	10	10			100
Sside Shop	Trail Maintenance	8	8	8	8	8	8	8	8	8	8			80
Wside Shop	Equipment Maintenance & Repair	512	512	512	512	512	512	512	512	512	512			5,120
Wside Shop	General Park Maintenance & Repair	-	-	-	-	-	-	-	-	-	-			-
Wside Shop	Park Improvement Construction / Installation	2	2	2	2	2	2	2	2	2	2			20
Wside Shop	Safety Inspections	1,024	1,024	1,024	1,024	1,024	1,024	1,024	1,024	1,024	1,024			10,240
Wside Shop	Sports Field Maintenance & Preparation	20	20	20	20	20	20	20	20	20	20			200
Wside Shop	Trail Maintenance	20	20	20	20	20	20	20	20	20	20			200
Various	Volunteer Service for Park Maintenance													-
Various	Assistance with Convenience Centers													-
	Total: Park Maintenance Team	**5,546**	**5,558**	**5,558**	**5,558**	**5,558**	**5,558**	**5,558**	**5,558**	**5,558**	**5,558**	**-**	**-**	**55,568**
Recreation Team (Estimated Participant/Hours, By Program)														
	50+ Wellness													
Other	Daytrippers	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	Education	50	56	34	-		-	39	40	50	45			314
Other	Exercise	46	80	-	-		-		25	-	-			151

Location	FY 2024 Output Measures	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	FY 2025 TOTAL TO DATE
Other	Games	-	-	-	33	15	18	15	15	27	25			148
Other	Group Dining (BBQs, Lunch Bunch, etc.)	-	-	90	-	210	210	210	210	153	150			1,233
Other	Socials	70	22	21	-	-	-	-	15	-	-			128
Other	Volunteer Service for Other	-	-	-	-	-	-	-	-	-	-			-
Other	Senior Services - meal delivery	12	12	-	25	-	25	-	25	25	25			149
Boiling Springs	Total Participants	26	22	27	17	20	17	21	20	22	20			212
Boiling Springs	Attendance Hours	1,530	1,056	1,296	808	808	676	798	808	921	808			9,509
Boiling Springs	Volunteer Service for Boiling Springs	13	26	24	24	20	10	11	11	12	12			163
CC Woodson	Total Participants	12	15	17	15	14	17	14	14	18	18			154
CC Woodson	Attendance Hours	384	480	544	464	388	464	427	427	494	494			4,565
CC Woodson	Volunteer Service for CC Woodson	10	9	16	22	7	7	9	9	8	8			105
Chesnee	Total Participants	29	30	33	26	27	24	26	27	24	24			270
Chesnee	Attendance Hours	1,740	1,440	1,584	1,140	1,204	1,068	903	1,204	1,092	1,092			12,467
Chesnee	Volunteer Service for Chesnee	40	20	20	22	22	22	20	22	26	26			240
Cowpens	Total Participants	14	12	10	9	7	9	10	10	9	9			99
Cowpens	Attendance Hours	672	576	480	432	328	364	315	315	399	399			4,280
Cowpens	Volunteer Service for Cowpens	36	18	17	18	17	15	14	14	18	18			184
Landrum	Total Participants	30	23	18	24	12	22	21	22	21	21			214
Landrum	Attendance Hours	800	736	576	756	328	608	892	608	893	893			7,089
Landrum	Volunteer Service for Landrum	9	18	14	16	16	14	20	14	30	30			181
Middle Tyger	Total Participants	15	18	17	15	9	16	17	17	19	19			162
Middle Tyger	Attendance Hours	480	576	544	420	184	384	413	413	609	609			4,632
Middle Tyger	Volunteer Service for Middle Tyger	9	9	14	7	6	6	7	7	9	9			83
Pacolet	Total Participants	16	11	11	9	9	7	9	9	8	8			97
Pacolet	Attendance Hours	1,280	704	880	540	516	352	493	493	445	445			6,147
Pacolet	Volunteer Service for Pacolet	17	9	8	10	7	6	8	8	8	8			89
TK Gregg	Total Participants	26	21	22	20	20	21	17	17	18	18			200
TK Gregg	Attendance Hours	2,600	1,680	1,760	1,548	1,404	1,164	1,043	1,043	1,302	1,302			14,846
TK Gregg	Volunteer Service for TK Gregg	60	44	54	30	18	21	18	18	21	21			305
Woodruff	Total Participants	13	16	14	10	13	13	14	13	14	14			134
Woodruff	Attendance Hours	624	768	672	444	564	568	504	568	651	651			6,014
Woodruff	Volunteer Service for Woodruff	13	7	10	11	11	7	5	11	7	7			88
	Total, 50+ Wellness	**10,676**	**8,514**	**8,826**	**6,915**	**6,204**	**6,155**	**6,313**	**6,472**	**7,350**	**7,226**	**-**	**-**	**74,650**
	"On Demand" Programs													
Boiling Springs	Classes/Programs	-	-	-	-	-	-	-	-	-				-
Chesnee	Classes/Programs	655	816	840	928	855	650	875	800					**6,419**
Cleveland Park	Classes/Programs	110	-	-	-	80	-	-		-				**190**
Cowpens	Classes/Programs	-	-	44	1,218		40	40	40					**1,382**
Lake Cooley	Classes/Programs	-	-	-	-	-	-	-		-				-
Other	Classes/Programs	-	-	-	-		-	-		-				-
Pacolet	Classes/Programs	910	1,016	1,184	495	540	500	520	500	372	370			**6,407**
Special Olympics/ Therapeutic	Classes/Programs	90	50	5	36	55	63	65	60	10	60			**494**
Woodruff	Classes/Programs	124	148	384	635	550	325	425	425	430	430			**3,876**

Location	FY 2024 Output Measures	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	FY 2025 TOTAL TO DATE
	Volunteer Service for "On Demand" Programs	-	-	-	-									-
	Total, "On Demand" Programs	**1,889**	**2,030**	**2,457**	**3,312**	**2,080**	**1,578**	**1,925**	**1,825**	**812**	**860**	**-**	**-**	**18,768**
	Outdoor Recreation													
Various	Camping	-	-	-	-	-	-	-	-	-	-			-
Various	Education	-	-	10	-	-	-	-	-	-	-			10
Various	Family Events	-	-	-	-	-	-	-	-	-	-			-
Various	Fishing	-	-	-	-	-	-	-	-	-	-			-
Various	Geocaching	-	-	-	-	-	-	-	-	-	-			-
Various	Hiking	-	-	-	-	-	-	-	-	-	-			-
Various	Paddling	-	-	10	6	-	-	-	-	-	-			16
Various	Yaks and Snacks Rentals	850	820	290	6	-	-	-	-	-	-			1,966
Various	Volunteer Service for Outdoor Recreation	20	10	10	-	-	-	-	-	-	-			40
	Total, Outdoor Recreation	**870**	**830**	**320**	**12**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
	Facility Rentals													
Boiling Springs	Meetings; Community / Social Events	1,650	1,700	3,530	6,800	2570	1,600	-	-	-				17,850
Chesnee	Meetings; Community / Social Events	850	1,040	200	900	900	900	800	850	900	800			8,140
Cleveland Park	Meetings; Community / Social Events	11,050	10,600	12,365	13,555	15,550	16,500	12,350	15,550	16,000	15,550			139,070
Cowpens	Meetings; Community / Social Events	1,340	1,180	400	1,000	1,000	1,000	1,000	1,100	800	1,200			10,020
Lake Cooley	Meetings; Community / Social Events	-	4	-	-	-	-	-	-	-	-			4
Pacolet	Meetings; Community / Social Events	450	410	550	10	-	-	50	25	50	50			1,595
Picnic Shelters	Meetings; Community / Social Events	17,150	15,675	13,860	16,980	16,860	14,560	13,585	13,590	15,675	13,585			151,520
Tyger River		125	100	50	800	50	-	-	-	-	-			1,125
Woodruff	Meetings; Community / Social Events	200	340	250	100	140	100	100	100	80	100			1,510
Other	Meetings; Community / Social Events	-	-		-	-	-		-					-
	Total, Facility Rentals	**32,815**	**31,049**	**31,205**	**40,145**	**34,500**	**34,660**	**27,885**	**31,215**	**33,505**	**31,285**	**-**	**-**	**328,264**
	Youth Development													
Various	After Class Enrichment	-	8,700	10,224	9,680	10,350	10,000	10,000	10,000	10,000	10,000			88,954
Various	Summer Day Camp	38,016	11,040	-	-	-	-	-	-	-				49,056
Various	Summer Adventure Camp	8,910	-	-	-	-	-	-	-	-				8,910
Various	Volunteer Service for Youth Development	90	10	20	5	-	-	-	-	-				125
	Total, Youth Development	**47,016**	**19,750**	**10,244**	**9,685**	**10,350**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**-**	**147,045**
	Total, Recreation Team	**93,266**	**62,173**	**53,052**	**60,069**	**53,134**	**52393**	**46122.5**	**49,512**	**51,667**	**49,371**	**-**	**-**	**570,759**
Park Operations Team (Estimated Participant/Hours, By Program)														
	Team Sports													
Berry Field	Leagues, Adult Kickball	-	-	-	-	-	-		-		152			**152**
OCR	Leagues, Adult Ultimate Frisbee	-	224	540	720	120	-		-		216			**1,820**

Location	FY 2024 Output Measures	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	FY 2025 TOTAL TO DATE
Beech Spring / VDM	Adult Tennis										2,412			
TRP	"Open" Corn hole	-							-					-
VDM	Leagues, Adult Flag Football	-	-	-	-	-	-		-					-
Woodruff LC	Camp, Golf		240						-					**240**
Various	Camp, Tennis	720							-					**720**
Various	Leagues, Adult Softball	-	-	-	-	-	-	-	-	-	-	-	-	-
Various	Leagues, Baseball	-	5,610	14,388	14,388		-		15,048	20,988	21,780			**92,202**
Various	Leagues, Football	-	2,028	4,056	4,056		-		-	-	-			**10,140**
Various	Leagues, Soccer	-	6,372	12,744	12,744		-		8,748	11,988	11,988			**64,584**
Various	Leagues, Softball	-	2,376	4,752	4,752		-		5,280	7,656	7,656			**32,472**
Various	Leagues, Tennis								246		2,105			**2,351**
Various	Youth Sports Hours	720	16,626	35,940	35,940	-	-	-	29,322	40,632	43,529	-	-	**202,709**
Various	Adult Sports Hours		224	540	720	720	-	-	-	-	3,148	-	-	**5,352**
	Tournaments (Estimated Total Number of Teams, Participants and Spectators By Sport)													
Various	Tournaments, Adult Softball													-
	Teams	-	-	-	-	12	-		-	7	8			27
	Participants	-	-	-	-	144	-		-	84	96			324
	Spectators	-	-	-	-	360	-		-	210	240			810
Various	Tournaments, Baseball													-
	Teams	85	42	152	105	-	-		-	92	72			548
	Participants	1,020	504	1,824	1,260	-	-		-	1,104	864			6,576
	Spectators	2,550	1,260	4,560	3,150	-	-		-	2,760	2,160			16,440
Various	Tournaments, Soccer													-
	Teams	-	124	-	-	75	78		-		-			277
	Participants	-	1,488	-	-	900	936		-		-			3,324
	Spectators	-	3,720	-	-	2,250	2,340		-		-			8,310
Various	Tournaments, Fast pitch Softball													-
	Teams	138	107	71	191	111	-		28	107	62			815
	Participants	1,656	1,284	852	2,292	1,332	-		448	1,308	744			9,916
	Spectators	4,140	3,210	2,130	5730	3,330	-		1,120	3,270	2,460			25,390
Various	Tournaments, Flagfootball													
	Teams									67	-			
	Participants									402	-			
	Spectators									1,005	-			
N/A	Volunteer Service for Tournaments													-
	Total, Teams	**223**	**273**	**223**	**296**	**198**	**78**	**-**	**28**	**206**	**142**	**-**	**-**	**1,667**
	Total, Participants / Spectators	**9,366**	**11,466**	**9,366**	**6,702**	**7,416**	**3,276**	**-**	**1,568**	**8,736**	**6,564**	**-**	**-**	**64,460**
	Estimated Tournament Economic Impact	**$1,324,853**	**$755,998**	**$296,366**	**$1,371,972**	**$681,213**	**$477,678**	**$0**	**$373,640**	**$476,659**	**$687,481**			**$6,445,860**
Special Events (Estimated Participant/Hours, By Event)														
Cleveland Park	Daddy Daughter Dance				-		-	-	580	-				580
Cleveland Park	Boo Bash				6,000		-	-	-	-				6000
Cleveland Park	Mother/Son Event				-		-	-	-	-				
Various Locations	Disc Golf Tournaments				800		-	-	-					800
Lake Cooley	Discover Your Watershed				-		-	-	-	-				0

Location	FY 2024 Output Measures	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	FY 2025 TOTAL TO DATE
Tyger River Park	Easter Egg Scramble				-		-	-	-	-	700			700
North Spartanburg Park	Egg-Cessible Easter Egg Hunt				-		-	-	-	-	550			550
Community Centers	Holiday Events				-		10,650	-	-	-				
TW Edwards	National Night Out				-		-	-	-	-				
Town of Pacolet	Pacolet River Fest				-		-	-	-	-				0
Town of Pacolet	Paddle the Pacolet			96	-		-	-	-	-				
Tyger & Pacolet Rivers	River Sweeps				-		-	-	-	-				0
Lake Cooley	Sensory Santa				-		100	-	-	-				100
N. Spartanburg Park	Miracle League				1,222		-	-						1222
Various	Therapeutic Recreation Assistance	20	15	16	10		20	20	20					121
Various	Job Fairs, County Events, SCPRA, NRPA	10	10		20		-	-	150					
Various	Volunteer Service for Special Events	20			10		-	-		-				30
	Total, Special Events	**50**	**25**	**112**	**8,062**	**-**	**10,770**	**20**	**750**	**-**	**1,250**	**-**	**-**	**21,039**
Parks Department Trail Counters (Monthly User Totals)														
Arkwright	Monthly User Totals	N/A	N/A	N/A	N/A	N/A	N/A	N/A	n/a	N/A	N/A			
Cleveland - Trail	Monthly User Totals	4,617	3,720	4,425	3,568	4,172	3,413	N/A	n/a	N/A	N/A			23,915
Cleveland (Underpass)	Monthly User Totals	3,392	4,177	3,359	3,386	2,825	2,430	3,723	3,458	6,137	6,137			39,024
Holston Creek	Monthly User Totals	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Leroy Mathis	Monthly User Totals	2,131	1,726	2,132	1,422	1,857	1,422	2,061	2,690	2,860	2,860			21,161
Linville Hills	Monthly User Totals	2,621	3,862	3,611	1,664	1,418	1,285	2,430	N/A	N/A	N/A			16,891
N. Spartanburg	Monthly User Totals	2,064	2,671	3,215	1,468	2,636	2,678	3,582	3,413	5,126	5,126			31,979
Old Canaan	Monthly User Totals	11,051	5,249	4,966	8,665	6,310	6,152	5,691	6,776	11,710	11,710			78,280
Tyger River	Monthly User Totals	8,460	9,124	9,215	5,193	5,522	5,637	7,824	8,643	12,130	12,130			83,878
Tyger River disc golf	Monthly User Totals	1,517	2,232	1,918	2,099	1,231	1,350	2,218	1,795	2,537	2,537			19,434
Va-Du-Mar	Monthly User Totals	13,611	10,881	12,538	8,179	12,278	10,894	8,967	14,076	17,075	17,075			125,574
Woodruff	Monthly User Totals	5,912	5,615	5,225	3,275	3,781	3,512	4,291	4,585	7,423	7,423			51,042
	Total, Park Trail Counters	**55,376**	**49,257**	**50,604**	**38,919**	**42,030**	**38,773**	**40,787**	**45,436**	**64,998**	**64,998**	**0**	**0**	**491,178**

Project #	Project Title	Selection of Firm for Preliminary Design	Survey/Community Input	Preliminary Design	Selection of Firm for Design/Con. Admin.	Construction Documents	Permitting	Bidding for Construction	Construction	Status or Probable Completion Date
CP50000125	**Trail Bank**	Ongoing. Reports provided by PAL quarterly.								Multi-year, as funding permits.
CP50001125	**Parks HVAC Replacement** (??)									
CP50001425	**Parks Roof Replacements** (??)									
CP5000925	**Parks Paving Improvements** (??)									
CP50000425	**Bryant Road Park Improvements**	x	x	x	x	x	x	x		Under Construction
	Tennis/Pickleball Court Improvements (VaDuMar Park, Inman Mills Park, & T.W. Edwards Park)	x	x	x	x	x	x	x	x	Construction Completed
BSCP24	**Boiling Springs Community Park Rennovations**	x	x	x	x	x	x	x		Under Construction
CP50000625	**Miracle League Field Rennovations**									Waiting on LWCF Grant
CP50000725	**T.W. Edwards Gym Floor Rennovation**									Complete
WREC24	**Enoree River Access at HWY 49 Bridge**	x	x	x	x	x	x	x		Bid has been awarded to Civil Pros Inc. .Under Construction

County of Spartanburg

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EARL N. ALEXANDER, II
DEPUTY ADMINISTRATOR

May 16, 2025

To: Hon. Monier Abusaft, Chairman Public Safety and Judiciary Committee
Hon. David Britt, Member
Hon. Jessica Coker, Member

From: Earl N. Alexander, II. Deputy County Administrator

Cc: Cole Alverson, County Administrator
Kevin Stiens, Assistant County Administrator

Re: Rubbish and Garbage Ordinance

We respectfully request the adoption of an ordinance that enforces the International Property Maintenance Code's mandate requiring all exterior properties to remain free from the accumulation of rubbish and garbage. This ordinance is not merely a regulatory measure—it is a vital initiative that safeguards community health, preserves local aesthetics, and establishes an efficient, transparent process for addressing violations.

Unchecked rubbish and garbage transform neighborhoods into unsightly landscapes, foster unsanitary conditions, and create significant health hazards. Such neglect contributes to environmental degradation and drives up county maintenance and cleanup costs. In contrast, clean, well-maintained exterior properties enhance neighborhood appeal, help maintain property values and reinforce our community's overall well-being.

To address these challenges effectively, the proposed ordinance establishes a robust procedure that mandates prompt corrective action by property owners. In addition, it incorporates a vital tool that allows staff to act faster and provides a mechanism for recouping remediation expenses through property liens and the property tax collection process. This comprehensive approach not only prevents long-term financial burdens on the community but also promotes accountability by ensuring that those responsible for violations bear the costs of corrective action.

Given these substantial public benefits—from improved health and a cleaner environment to enhanced cost efficiency and heightened property owner accountability—we respectfully request Council approve this ordinance for adoption. By taking this proactive step, we can decisively address the challenges of rubbish and garbage accumulation and further elevate the quality of life for our entire community.

Sincerely,

Earl N. Alexander, II
Deputy Administrator

Ordinance No. O-25-___

AN ORDINANCE TO PROVIDE THE MEANS TO ENFORCE IN SPARTANBURG COUNTY THE REGULATION OF RUBBISH AND GARBAGE AS SET FORTH IN THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

WHEREAS, Spartanburg County Council finds that the adopted International Property Maintenance Code requires all exterior property and premises to be free from any accumulation of rubbish and/or garbage.

WHEREAS, Spartanburg County Council further finds that an efficient procedure is needed to keep the environment free from eyesores and unhealthy conditions caused by accumulations of rubbish or garbage debris;

NOW THEREFORE, BE IT ORDAINED BY THE SPARTANBURG COUNTY COUNCIL:

SECTION 1. LIEN PROVISIONS CONCERNING RUBBISH AND GARBAGE.

(a) Whenever Spartanburg County shall find that there is a violation of the section entitled "Rubbish and Garbage" of the adopted International Property Maintenance Code, as amended, concerning exterior property, the Director of Environmental Enforcement or his designee shall serve notice to the owner and occupant of the premises to comply with the provisions of that section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed, or to deposit a copy of such in the United States Mail, postage paid, certified and addressed to the person to whom the notice is directed or to deposit a copy of such in the United States Mail, postage paid, certified and addressed to the address used for tax purposes.

(b) If the person to whom the notice of violation is directed fails or neglects to comply with the provisions of the section entitled "Rubbish and Garbage" of the adopted International Property Maintenance Code concerning exterior property within 20 days after such notice has been received, or 29 days after a copy of such notice has been deposited in the United States Mail, postage paid, certified and addressed to the address used for tax purposes, such person shall be deemed in violation of that section and subject to penalties as provided by law;

(c) In the event a violation of the section entitled "Rubbish and Garbage" of the adopted International Property Maintenance Code concerning exterior property has not been corrected within the timeframe set forth above, the County, through its employees or contractors, has the authority to enter upon such lot or parcel of land and correct the violation. The costs incurred as a result of such action by the County to correct the violation (including inspection, administration,

labor and equipment costs) shall become a lien upon the property and shall be collected through foreclosure or in the same manner as county taxes are collected.

SECTION 2. SEVERABILITY.
If any part of this ordinance shall be deemed or found to conflict with a provision of the South Carolina law, or other pre-emptive legal principle, then that part shall be deemed ineffective, but the remaining parts of this ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE.
This Ordinance shall be effective upon third reading approval.

SPARTANBURG COUNTY COUNCIL

By:_____
A. Manning Lynch, Chairman

ATTESTED:

_____
B. Cole Alverson
County Administrator

First Reading:
Second Reading:
Public Hearing:
Third Reading:

NO. O-25-__

AN ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 6 OF THE SPARTANBURG COUNTY CODE OF ORDINANCES ENTITLED "ANIMALS" TO PROVIDE FOR ENHANCED ANIMAL WELFARE, INCREASE PUBLIC SAFETY, PROTECT COMMUNITY HEALTH, PROVIDE LEGAL CLARITY AND INCREASE RESPONSIBILITY AND ACCOUNTABILITY FOR OWNERS OF ANIMALS.

WHEREFORE, S.C. Code 1976, 4-9-30(14) provides for the enactment of ordinances for the implementation and enforcement of the powers of the county council in reference to public health, public safety, police protection and sanitation as referenced to in S.C. Code 1976, 4-9-30(5); and

WHEREFORE, Chapter 6 of the Spartanburg County Code of Ordinances relative to the animals was enacted to promote the general health, safety and welfare of the citizens of the county and to protect their property rights; and

WHEREFORE, Chapter 6 of the Spartanburg County Code of Ordinances was further enacted to S.C. Code 1976, 47-3-20, which empowers the governing body of each county to enact ordinances and promulgate regulations for the control of pets and to prescribe penalties for violations thereof; and

WHEREOF, Spartanburg County Council now finds the need to amend Chapter 6 of the Spartanburg County Code of Ordinances relative to animals in order to provide for enhanced animal welfare, increase public safety, protect community health, provide legal clarity and increase responsibility and accountability for owners of animals.

NOW, THEREFORE, BE IT ORDAINED BY SPARTANBURG COUNTY COUNCIL THAT THE FOLLOWING AMENDMENTS BE MADE TO CHAPTER 6 OF THE SPARTANBURG COUNTY CODE OF ORDINANCES:

SECTION 1: Chapter 6 of the Code of the County of Spartanburg is amended to provide as follows:

Chapter 6 ANIMALS

Sec. 6-1. Authority for and enactment of chapter.

This chapter is enacted pursuant to S.C. Code 1976, § 4-9-30(14), which provides for the enactment of ordinances for the implementation and enforcement of the powers of the county council in reference to public health, public safety, police protection and sanitation as referred to in S.C. Code 1976, § 4-9-30(5). This chapter is enacted to promote the general health, safety and welfare of the citizens of the county and to protect their property rights. This chapter is further enacted pursuant to S.C. Code 1976, § 47-3-20, which empowers the governing body of each county to enact ordinances and promulgate regulations for the control of pets and to prescribe penalties for violations thereof. The regulations included in this chapter will only be applicable to those unincorporated areas of the Spartanburg County.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 1, 8-19-19)

Sec. 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Adequate care – the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

Adequate exercise – the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size and condition of the animal.

Adequate feed – access to and the provision of food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring state of hibernation or fasting normal for the species

Adequate shelter – provision of and access to shelter that is suitable for the species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and for dogs and cats, provides a solid resting platform, pad, floormat or similar device that is large enough for the animal to lie on in a normal manner and can be

maintained in a sanitary manner. Under this chapter, shelters or pet resource centers whose wire, grid or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter. Examples of unacceptable or inadequate shelter include, but are not limited to, access to the underneath or inside of abandoned or derelict motor vehicles; under open house structures such as decks, steps, or stoops which would still allow for the elements to enter.

Adequate space – sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure.

Adequate water – the provision of and access to clean, fresh, potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accept husbandry practices

Ambient temperature – the temperature surrounding the animal

Animal - Any nonhuman living vertebrate, whether wild or domesticated.

Animal control/environmental enforcement litter officer - A person employed by the county as the enforcement officer of the provisions of this chapter.

Animal establishment - Any pet shop, grooming shop, animal auction, performing animal exhibition, kennel or animal shelter, except this term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers regulated by the USDA under the provisions of U.S. Public Laws 89-544, 91-579. 94-279, 99-198 and 101-624.

Animal shelter - A facility designated or recognized by the county council for the purpose of impounding and caring for animals.

At large - An animal or pet off the property of the owner or keeper and not under restraint, except for a community cat.

Breeder - a person who keeps, maintains or harbors any intact dog or cat for the purposes of breeding and selling the puppies or kittens.

Cat – a domestic cat or Felis catus.

Community Cat - Any free roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be socialized. Community cats are cats who are ear tipped or tattooed; sterilized and have received at least one vaccination against rabies. Community cats are exempt from any licensing, stray, abandonment and at-large provisions. A community cat may also be defined as a cat 'found' outside that is brought to an animal shelter and not yet sterilized/ear tipped.

Community Cat Caregiver- A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harborer, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, feed the proper quantity of food for the number of cats in appropriate food containers, properly discard food containers daily and feed only on their property or with the permission of another landowner (city, state or federal public property). Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from any charges and/or fees.

County - Unincorporated area of the county and any municipality which has contracted with the county council for animal control services and which has adopted appropriate legislation.

Dangerous or vicious animal - Any animal constituting a physical threat to human beings or other animals, or evidencing an abnormal inclination to attack persons or animals without provocation, or having a tendency to do any act repeatedly which might endanger the safety of persons or property.

Department - Spartanburg County ~~Environmental Enforcement~~ Department(s) designated by the County to enforce this Chapter.

Dog – domestic dog or Canis lupus familiaris.

Ear tipping - The removal of the ¼ inch tip of a community cat's ear, performed while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, designed to be the universal identification that the community cat is sterilized and lawfully vaccinated against rabies at least once. Tattooing may also identify a cat as sterilized. Caregivers must make every effort to booster the rabies vaccination as per the manufacturer instructions.

Euthanasia; euthanize; euthanized - Methods of destruction provided by the South Carolina Code of 1976 for impounded animals. In other circumstances used in this chapter, such terms shall relate to the destruction of an animal by a method approved by the county administrator as a proper and humane method for summary destruction.

Exposure to rabies - Means any person or animal, which was been bitten or exposed to any animal known to have been infected with rabies. This determination shall be made by the South Carolina Department of Public Health ~~and Environmental Control~~ as provided for in state law.

Humane manner - Care of animal to include, but not limited to, adequate heat, ventilation and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animals size, species and breed.

Kennel - An establishment kept for the purpose of boarding dogs or cats.

Neutered - Rendered permanently incapable of reproduction.

Nuisance - An animal which damages, soils, defiles or defecates on private property other than the owners without permission or the property owner or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, "dangerous" or offensive conditions or odors; causes a disturbance by excessive barking or howling that interferes with the reasonable use and enjoyment of neighboring

premises; or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

Owner or *keeper* - A person having the right of property or custody of a dog, cat or animal or who keeps or harbors a dog, cat or animal or knowingly permits a dog, cat or animal to remain on or about any premises occupied by that person~~.~~, any person who has an animal in his care or any person who acts as its custodian.

Person - Any individual, corporation, partnership, organization, or institution commonly recognized by law as a unit.

Pet - For the purpose of this chapter pet shall mean dog or cat.

Pet shop - An establishment engaged in the business of buying or selling, at retail, dogs or cats or other animals for profit making purposes.

~~*Shelter* - For purpose of this provision, shelter is defined as an enclosed, weatherproof structure that is manufactured or constructed expressly for housing a pet that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather (see S.C. Code 1976, § 47-1-40). The shelter must be structurally sound with solid walls and roof or a similar type configuration with an opening allowing the pet to enter; which is accessible to the pet at all times; and which is of sufficient size and nature as to provide the pet with adequate protection from the sun, heat, cold, snow, ice or rain. There must be enough space suitable for the pet's age, size, and species and breed to permit it to turn about freely. The structure must so constructed or elevated enough off the ground to keep water, snow and ice from entering and allow the pet to remain comfortable in outside conditions.~~

~~Examples of unacceptable or inadequate shelter include, but are not limited to, access to the underneath or inside of abandoned or derelict motor vehicles; metal or plastic garbage cans or barrels; animal transport crates or carriers; under open house structures such as decks, steps, or stoops which would still allow for the elements to enter.~~

Plainly audible – any sound that can be detected by a person using his or her unaided hearing facilities. As an example, if the sound source were a portable or personal vehicular sound amplification or reproduction devise, the enforcement office need not determine the title of the song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

Recognized pet rescue organization – an organization existing to rescue and rehome animals, which is property organized under the laws of the State of South Carolina, or is nationally recognized, and which has registered with, been approved by and is in good standing the Spartanburg County Pet Resource Center and has obtained all required permits from the Spartanburg County Planning and Development Department

Serious injury – an injury having a reasonable potential to cause death or any injury other than a single puncture, sprain or strain, including serious disfigurement, serious impairment of health, or serous impairment of bodily function and requiring significant medical attention

Shelter/Neuter/Return (also known as Return to Field) -Sterilizing, ear tipping and vaccinating a free roaming cat large enough for spay/neuter and returning him to his original home location as opposed to admitting to a shelter.

Spayed - Rendered permanently incapable of reproduction.

Stray - An animal at large.

Sustenance - Adequate food provided at suitable intervals of quantities or wholesome foodstuff available for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight and constant access to a supply of clean, fresh, potable water provided in a suitable manner for the species.

Tattoo: an ink marking (typically a ¼ inch line) made by a veterinary surgeon at the time of spay/neuter to identify a pet as sterilized

Trap/Neuter/Return (TNR)- The process of humanely trapping, sterilizing, vaccinating against rabies and ear tipping or tattooing community cats and returning them to their original location.

Under restraint - As related to pets, controlled by means of a chain, leash or other restraining device, or sufficiently near the owner or handler to be under the direct control and obedience to the commands of the owner or handler, or on the property of the owner, or on other property with that property owners permission, or secured within a vehicle being driven or parked.

Vicious animal – any animal that has (i) killed a person, (ii) inflicted serious injury to a person or (iii) continued to exhibit the behavior that resulted in a previous finding by a court that it is a dangerous animal, provided that its owner has been given notice of that finding

(Ord. No. O-12-01, 1-23-12; Ord. No. O-16-31, § 1, 10-17-16; Ord. No. O-19-26 , § 2, 8-19-19)

Sec. 6-3. Uniform summons for violations.

(a) In addition to or in lieu of impounding an animal, the animal control officer or any enforcement officer having jurisdiction may issue to the owner or keeper of an animal or to any person violating any provision of this chapter, a uniform summons for violation.

(b) The animal control officer and any enforcement officer having jurisdiction shall be authorized and required to cause the inspection of any public or private property within the limits of the county whenever it shall be necessary to enforce the provision of this chapter. County enforcement officers may obtain a search warrant to enter private dwellings when there is probable cause to believe that a violation of this chapter is occurring or has occurred for the purpose of examining or impounding any animal or for obtaining evidence of a violation of this chapter.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-4. Violations as misdemeanors; penalty.

Any person who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding $500.00, plus court costs or imprisonment for a term not exceeding 30 days, or both.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-5. Animal control/environmental enforcement litter officers.

(a) *Powers and duties generally; assistance by other officers.* The animal control/environmental enforcement litter officer shall have the power to enforce this chapter, to cooperate with the health department in quarantining animals to carry out the duties and assume the responsibilities of this chapter. For the purpose of enforcing this chapter, the sheriff, deputy sheriffs, county police officers, magistrates, constables and the police officers of any incorporated municipality which contracts with the county council are authorized and instructed to assist the animal control/environmental enforcement litter officer. The animal control/environmental enforcement litter officer shall have the power of impoundment of any stray pets and in any of the other circumstances of impoundment described in this chapter.

(b) *Maintenance of records.* The animal control/environmental enforcement litter officer shall maintain such records as may be prescribed by the county administrator and as necessary to account for the activities of that office.

(c) *Enforcement.* The animal control/environmental enforcement litter officer shall patrol areas of the county for the purposes of enforcing this chapter. The animal control/environmental enforcement litter officer may require a signed complaint whenever he or she deems it advisable.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-6. ~~Animal shelter~~Pet Resource Center.

(a) *Operation.* The ~~animal shelter~~Pet Resource Center shall be operated to impound, care for, quarantine or euthanize pets held pursuant to this chapter. The county may enter into contracts with organizations for the operation ~~or~~of the animal shelter and may contract with municipalities for the use or operation of animal shelters.

(b) *Stray pets.* Stray pets may be delivered to the animal shelter at no charge to persons making such a delivery at the allotted times. Except as otherwise provided in this chapter, animal shelter and animal control personnel shall make a reasonable effort to locate the owners of pets before admitting them to the Spartanburg County Pet Resource Center ('Pet Resource Center') and making disposition ~~and~~. Animal control personnel shall have authority to seize all stray pets and take such pets to a designated ~~animal shelter.~~Pet Resource Center when they are threatening animal and public safety, suffering or are in danger. Any person on whose property a stray pet is found may seize the pet and deliver it to the ~~animal shelter~~Pet Resource Center for impoundment if they are unable or unwilling to foster the pet and search for the owner, except for healthy community cats.

(c) *Impoundment; necessary arrangements; ascertainment or owner; release.* Any stray animal may be impounded by the animal control or any authorized officer. If such animal is not a dog or cat, the animal control or any authorized officer, with the approval of the department director, shall make such arrangements as may be necessary for the impoundment, care, quarantine or euthanization of such animal. Upon such impoundment, the animal control or authorized officer shall make an effort to ascertain the owner of the animal. The owner of an impounded animal may obtain its release upon compliance with the requirements prescribed by the county administrator, including the payment of fees. The County Fee Schedule may establish lower fees if the owner elects sterilization, rabies vaccination and microchipping of the animal.

(d) *Owner surrendered animals.* ~~If an owner chooses~~The Pet Resource Center staff will assist pet owners to exhaust all other options to shelter intake/surrender ~~an animal~~prior to admitting the ~~animal shelter,~~pet. If a pet is admitted to the Pet Resource Center a fee ~~of $37.00~~ will be charged to the owner~~. If an owner chooses to surrender a litter to the county, a fee of $50.00 will be charged to the owner. Any owner surrendered animal will be disposed of~~ in accordance with ~~state law~~the County fee schedule.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-7. Wounded or diseased animals.

An animal that is wounded or diseased or in great pain, in the judgment of the animal control or any authorized officer or authorized animal shelter personnel, may be ~~destroyed~~humanely euthanized immediately.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-8. Rabies control.

(a) *Generally.* No person shall own, keep, or harbor any dog or cat over four months of age within Spartanburg County unless such dog or cat is vaccinated against rabies.

(b) *Inoculation.* All dogs, cats and ferrets shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest "Compendium of Animal Rabies Prevention and Control" authored by the National Association of State Public Health Veterinarians and published annually in the Journal of the American Veterinary Medical Association and approved by the South Carolina Department of Public Health ~~and Environmental Control~~.

(c) *Proof of inoculation.* A certificate of vaccination shall be issued to the owner of each animal vaccinated on a form recommended by the Compendium. Each owner shall also receive a durable vaccination tag indicating the year in which it was issued. The name and telephone number of the veterinarian, veterinary hospital or practice. The rabies tag must be attached to a collar or harness and worn by the pet at all times~~.~~ when the animal is off its property, unless the animal is engaged in lawful hunting or a bona fide field trial.

(d) *Certificate available upon request.* The owner shall have a valid certificate available for inspection by the animal or enforcement officer upon request.

(e) *Duplicate issue of tag.* If a rabies or license tag is lost, the owner will obtain a duplicate tag without delay.

(f) *Notification of rabies control officer of attack.* If a citizen is attacked or witnesses an attack on a person by an animal, he shall notify the rabies control officer in the health department. Whenever the animal control officer is notified that an animal has bitten or attacked a person, such officer shall promptly notify the county health department of such bite or attack and shall cooperate with the health department in impounding and quarantining the animal.

(g) *Current rabies ~~license~~certificate required.* Any person who fails to have a current rabies ~~license~~certificate for their dog or cat shall be ~~subjected to the penalties herein.~~ guilty of a misdemeanor punishable by a fine not exceeding $250.00. Upon conviction for a second or subsequent offense, any person shall be guilty of a misdemeanor punishable by a fine not exceeding $500.00 plus court costs.

(h) *Removal of rabies ~~license~~tag.* It shall be unlawful for any person to remove the rabies tag from a pet as provided for in this chapter. The assertion that someone other than the owner removed such tag shall not be a defense to any action or procedures under this chapter, the owner being deemed, under this chapter, responsible for the attachment of the tag.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-9. [Reserved]

~~**Keeping dangerous or vicious animals.**~~

~~(a) No person owning or harboring or having the care or the custody of a dangerous or vicious animal may permit the animal to go unconfined on the premises of the owner or keeper. A dangerous animal is "unconfined" as the term is used in this chapter if the animal is not securely confined indoors or confined in a securely enclosed and locked pen, cage or enclosed area. The pen, cage or enclosed area also must have sides sufficiently high to keep the animal from escaping. If the pen, cage or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one foot. However, the provisions of this section shall not apply to any dog that is owned by a licensed security company and is on patrol in a confined area.~~

~~(b) Any animal which has been determined to be a dangerous or vicious animal may be impounded and may not be redeemed unless such redemption is authorized by the director of environmental enforcement or his designee.~~

~~(Ord. No. O-12-01, 1-23-12)~~

Sec. 6-10. Abandoned animals.

(a) It shall be ~~unlawful~~a misdemeanor punishable in accordance with Section 6-4, for the owner or custodian of ~~an~~a dog, cat or other domesticated animal or fowl to abandon it in any public place, including the right-of-way of any public or private highway, road or street or on the property of another.

(b) A pet running at large which has no rabies tag, identification tag, tattoo, or other mark or device that identifies the owner, shall be deemed abandoned property, as to which the county may assert a paramount interest as to health, safety and protection of the public. The county may take title to such pets by and through the animal control officer and may impound, euthanize or authorize euthanization of such pets as potential nuisances.

(c) A dangerous or vicious animal may be ~~summarily destroyed~~euthanized by the authorized officers when the safety of the officers or other persons is immediately endangered and ~~summary destruction~~euthanasia is necessary to prevent injury.

(d) Returning a community cat to their original home location or relocating them with the coordination of a caregiver does not constitute abandonment.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-11. Interference with animal control or environmental enforcement litter officers.

(a) It shall be unlawful for any person to interfere with, hinder, or molest (i.e., annoy, interfere with, or meddle with so as to trouble or harm, or with the intent to trouble or harm) the animal control or authorized officer in the execution of his or her duties or seek to release any animal in the custody of the animal control or authorized officer, except as provided in this chapter.

(b) It shall be unlawful for any person to interfere, destroy or tamper with any live animal control trap or remove any animal from an animal control trap or remove an animal control trap without permission of the animal control office.

(c) Any ~~violation~~person who violates any provision of this chapter shall be ~~deemed~~guilty of a ~~violation of this section~~misdemeanor and ~~the owner shall be subject to a fine of $500.00.~~ punished in accordance with Section 6-4. (Ord. No. O-12-01, 1-23-12)

Sec. 6-12. Ill treatment/cruelty of animals.

Whoever abuses, cruelly treats, tortures, torments, deprives of necessary sustenance of shelter, inflicts unnecessary pain or suffering, overworks, overloads or overdrives any animal or causes the same to be done, shall, for every offense, be guilty of a misdemeanor and, upon conviction, be punished in accordance with section 6-4 of this chapter.

~~(1) a. Pet owners and caretakers who fail to provide their pets with proper food, water, and shelter violate the law. It is also a violation to fail to provide such care as proper confinement, veterinary care and a healthful environment.~~

~~b. Animal owners and caretakers of animals which customarily do not require shelter but who fail to provide their animals with proper food, water, proper confinement, veterinary care and a healthy environment violate the law.~~

~~c. Felines that meet the requirements of Spartanburg County Resolution #R-16-130 are exempt.~~

~~(2) *Shelter.* Animals left outside that customarily require shelter must be provided shelter as defined in section 6-2.~~

~~(3) *Water.* Animals must have access to clean water at all times.~~

~~(4) *Food.* Animals must be provided with food in sufficient quantity every day.~~

~~(5) *Veterinary care.* Veterinary care must be provided for animals showing persistent symptoms of disease or illness such as vomiting, diarrhea, emaciation, loss of appetite, or discharge from the eyes or nose. An animal that has been injured or appears to be in pain must be provided with immediate veterinary care.~~

~~(6~~(1) *Exhibiting animals; unlawful display.* It shall be unlawful for any person to exhibit, keep, or display pets, animals, birds, or fowl of any kind in any manner without shading said animals from the sun, and providing adequate shelter, food, water and ventilation for their use and comfort. A violation shall be a misdemeanor punishable by a fine not to exceed $500.

(~~7~~2) *Authority to remove an animal.* If an animal control or authorized officer finds that an animal is without the appropriate provisions as stated above, then the animal control or authorized officer is authorized to direct the person in charge of the premises or having control of the animal(s) that such provisions be immediately provided or the officer has the authority to remove the animal for the well being of the animal~~.~~, when the animal's health is in danger. It shall be unlawful for a person to fail to comply with such order to provide the appropriate provisions after being instructed to do so. A violation shall be a misdemeanor punishable by a fine not to exceed $500.

(3) *Animal left in enclosed vehicle – heat stress.* Any person who confines an animal in an unattended, enclosed vehicle so as to cause the animal to suffer heat stress, shall be guilty of a misdemeanor punishable in accordance with Section 6-4. The animal control officer or other officer shall have the authority to remove any animal found in an enclosed vehicle that appears to be suffering from heat stress. The animal shall be provided immediate veterinary care. The animal owner or custodian shall be responsible for all expenses incurred during the removal of the animal or its subsequent treatment and impoundment.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 3, 8-19-19)

State law reference(s)—S.C. Code Ann. 47-1-40 (1976).

Sec. 6-13. Humane tethering of pets.

(a) It shall be unlawful for a person, owner, keeper, to tether, fasten, chain, tie, rope, cable, or restrain a pet to a house, tree, fence, street pole or any other stationary object except in the following instances:

(1) Tethered on the owners/caretakers private property.

(2) Tethered pursuant to requirements of a RV park, camping campground, or other recreational area that may require overnight stay.

(3) Tethered while engaged in lawful hunting event or other related animal activities.

(b) Instances where tethering is necessary/required shall be allowed as follows:

(1) The tether must be connected to the pet by a buckle-type collar or body harness made either of nylon, leather, or other non-metallic, durable material.

(2) A non-metallic tether system must be used which is connected to a single stake or similar system with a swivel top. The system must have swivel type connections on each end and must be at least 12 feet in length and allow the canine to have as close to 360 degrees circular movement as practicable.

(3) Tethering to a running line, pulley, or trolley system which is elevated no higher than seven feet off the ground in a manner that allows the tether to move freely along the length of the running line, pulley, or trolley is allowed. There must be at least 15 feet of distance between the two points. The system must allow the canine to move freely along the length without being entangled and allow the pet to have access to adequate shelter as defined in section 6-2. The area must be debris free and have usable space.

(4) Only one pet may be attached per running line, pulley or trolley system to prevent any injuries, entanglement and or strangulation.

(5) The harness and or collar must be fitted so as to not cause injury or become embedded in the pet's neck.

(6) As required by law and county ordinance, the pet must be provided adequate shelter, food and water as defined and regulated throughout section 6.

(7) The tethered pet must be no less than ten feet from the edge of any public road or sidewalk.

(8) The pet must not be tethered in a location that does not provide shade and which is continuously wet or muddy creating an unhealthy environment.

(9) No pet under the age of six months can be tethered.

(c) A violation of this section shall be a misdemeanor punishable by a fine not to exceed $500.

(Ord. No. O-19-26, § 4, 8-19-19)

Sec. 6-14. Animals in heat.

The owner or keeper of a female pet in heat shall keep it in an enclosed building or structure or veterinary hospital or kennel so as not to create a nuisance by attracting male animals.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-15. Redemption of impounded animals/fees.

(a) The owner shall be entitled to resume possession of an impounded animal, except as provided in this section, upon compliance with the rabies vaccination, proper identification and the payment of redemption fees and other expenses of confinement. The County Fee Schedule may establish lower fees if the owner elects sterilization, rabies vaccination and microchipping of the animal.

~~(b) In the case of a dangerous or vicious animal, which the owner has failed on more than one occasion to control properly, and which has been impounded, redemption may be made only with the consent of the environmental enforcement director or designee. The owner of an impounded animal must apply for the redemption of the animal.~~

~~(c) The fees for redemption shall include the current cost of the boarding fee plus:~~

~~(1) First offense$85.00~~

~~(2) Second offense$90.00~~

~~(3) Third offense$100.00~~

~~(4) Fourth offense$150.00~~

~~(5) Fifth and subsequent offenses$250.00~~

~~(d~~(b) The fees for redemption will be established in the County fee schedule as adopted by County Council.

(c) If the animal is terminally ill, critically injured or a threat to the shelter staff and/or other animals being housed at the shelter, such animal may be euthanized immediately, not withstanding the five working day holding period as specified by state law.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-16. Adoption of impounded pets.

(a) Any pet impounded under the provisions of this chapter will, at the end of the ~~detention~~holding period, have its ownership transferred to an impoundment facility or approved foster home contracted with the county or be adopted by a person deemed to be a responsible owner, who will agree to comply with the provisions of this chapter. All required fees must be paid at the time of adoption.

(b) No un-neutered pet, which has been impounded by reason of its being a stray or abandoned, shall be allowed to be adopted from the ~~animal shelter~~Pet Resource Center unless this requirement is waived by the ~~animal shelter~~Pet Resource Center on recommendation of a veterinarian or there is a contract signed agreeing to spay/neuter the pet within a specified period of time.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-17. Dead animals.

It shall be ~~unlawful~~a misdemeanor, punishable by a fine not to exceed $500 for an owner, caregiver or person possessing an animal to do any of the following:

(1) To put any dead animal or part of the carcass of any dead animal into any lake, river, creek, pond, road, street, alley, lane, lot, field, meadow or common, unless the carcass or parts of the carcass is/are buried at least four feet underground.

(2) To allow the carcass of a dead animal to be left unattended and not properly disposed of for more than 48 hours after the animals death.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-18. ~~Animals~~Pets running at large ~~and creating nuisances~~.

(a) All pets must be kept under restraint as defined by this chapter. Any pet not so restrained will be deemed running/roaming at large in the unincorporated area of the county with the exception of community cats.

(b) The owner or keeper of an un-neutered pet allowed to run at large is guilty of a misdemeanor and, upon conviction for a first offense, shall be subject to a fine not exceeding $50.00 plus court costs. Upon conviction for a second offense, the owner of keeper shall be subject to a fine not exceeding $100.00 plus court costs. Upon conviction for a third or subsequent offense, the owner or keeper shall be subject to a fine not exceeding $200.00 plus court costs or imprisonment for a term not exceeding 30 days, or both such fine and imprisonment.

(i) Any owner or keeper of an un-neutered pet charged under this subsection who has their pet neutered prior to the time of the originally set trial date or within 30 days thereafter shall be treated as the owner or keeper of a neutered pet under subsection (c) below. The burden of proving a pet has been neutered shall be on the owner or keeper of the pet.

(ii) Upon conviction, the trial judge may allow additional time to the owner or keeper to have their pet neutered and if done, subsection (c) below shall apply as to any fines. Accordingly, the trial judge may grant additional time to pay the appropriate fine under this subsection.

(c) The owner or keeper of a neutered pet allowed to run at large is guilty of a misdemeanor and, upon conviction for a first offense, shall be subject to a fine not exceeding $25.00 plus court costs. Upon conviction for a second offense, the owner of keeper shall be subject to a fine not exceeding $50.00 plus court costs. Upon conviction for a third or subsequent offense, the owner or keeper shall be s subject to a fine not exceeding $100.00 plus court costs or imprisonment for a term not exceeding 30 days, or both such fine and imprisonment. The burden of proving a pet is neutered shall be on the owner or keeper of the pet.

(d) Dogs which are participating in hunting, obedience trials, conformation shows, tracking tests, herding trials, lure courses or agility trials shall not be considered "at large."

~~(e) Notwithstanding any provision to the contrary in this chapter, the owner or keeper of any animal which habitually barks, whines or howls, or which habitually chases or runs after persons or vehicles, or which habitually runs at large or trespasses on the property of others, or which destroys, damages, soils, defiles or defecates on property of another person or legal entity, or which habitually causes annoyance to a neighboring resident and interferes with the reasonable use and enjoyment of property shall be deemed a nuisance and shall be deemed to be committing an act in violation of this section and punished as provided in section 6-4 of this chapter.~~

~~(f~~(e) For any readily identifiable pet which is found running/roaming at large, animal control officers will make reasonable attempt at the time of impoundment to return such animal to

the owner. Upon return, the owner will be issued a written warning. For subsequent violations, the animal will be subject to impoundment and the fines for neutered and un-neutered pets enumerated in subsections (b) and (c) of this section. If reasonable attempts to return an animal to the owner are unsuccessful, the animal shall be impounded.

(f) Community cats are exempt from this section.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26_, § 4, 8-19-19)

Sec. 6-19. Dogs constituting public nuisance.

(a) No owner or custodian shall fail to exercise proper care and control of his or her dog to prevent it from becoming a public nuisance. Acts deemed nuisances shall include but are not limited to the following:

(1) Chasing vehicles;

(2) Trespassing upon other's property in such a manner as to damage property;

(3) Attacking any companion animal, livestock or poultry so as to cause injury or death, unless such companion animal, livestock or poultry is trespassing upon the property on which the dog or dogs are kept;

(4) Habitually running at large;

(5) Three (3) or more convictions for running at large within two (2) years; or

(6) Attacking any human being so as to cause injury or death, subject to the exceptions set forth in section (g).

(b) The animal control officer, owner or custodian shall confine the dog until such time as the court has made a final decision in the case. If the animal control officer deems confinement necessary then the owner or custodian shall be responsible for the impound fees. However, if the owner or custodian is found not guilty of a violation of this section, the owner or custodian will not be responsible for the impound fees.

(c) Any person violating subsections (a)(1) or (a)(2) of this section shall be guilty of a misdemeanor punishable by a fine not to exceed $500, plus court costs. Any person violating subsections (a)(3), (a)(4), (a)(5) or (a)(6) of this section shall be guilty of a misdemeanor punishable by a fine not to exceed $500, plus court costs or imprisonment for a term not exceeding 30 days, or both.

(d) This section shall not apply to any person while engaged in law enforcement or search and rescue activity; in a supervised formal obedience training class or show; during formally sanctioned field trials; while engaged in lawful hunting with a dog or dogs during open season; during bona fide hunting or field trial dog training.

(e) No owner or custodian shall be found guilty of a dog constituting a public nuisance if, for the purposes of subsection (a)(6), at the time of the attack:

(1) The human being who was attacked was committing a crime upon the premises occupied by the dog's owner or custodian;

(2) The human being who was attacked was committing a willful trespass upon the premises occupied by the dog's owner or custodian;

(3) The human being who was attacked was provoking, tormenting, or physically abusing the dog or can be shown to have repeatedly provoked, tormented, abused or assaulted the dog at other times;

(4) The attacking dog was a police dog engaged in the performance of its duties as such at the time of the attack;

(5) The attacking dog was responding to pain or injury that was not caused by the human being who was attacked; or

(6) The attacking dog was protecting itself, its kennel, its offspring, its owner or custodian, or a family member, who lives at the same residence or its owner's or custodian's property from the human being who was attacked.

Sec. 6-20. Permitting domestic animals to run at large.

It shall be a misdemeanor for the owner or manager of any domestic animal of any description, except fowl, willfully or negligently to permit any such animal to run at large beyond the limits of his own land or the lands leased, occupied or controlled by him. Any owner, manager or person violating the provisions of this section shall be subject to punishment in accordance with Section 6-4.

Sec. 6-21. Allowing animals to urinate or defecate.

It shall be a misdemeanor, punishable by a find not to exceed $250 for the owner of any animal to knowingly or willingly allow such animal to urinate or defecate on any public property or on the property of another without the consent of the owner of the property, or his/her agent. Provided, however, it shall not be unlawful to allow urination or defecation by such animal within the curb or gutter area of a public street or roadway, and provided further, that defecation by an animal on public property shall not be unlawful if the owner of the animal removes the animal's excrement immediately and disposes of it in a public trash receptacle or in a public sanitary sewer or on the owner's own property in a lawful manner.

Sec. 6-22. Noise from animals.

(a) It shall be a misdemeanor for any person to allow within the county barking or other noises to be made by any animal under his ownership or control, so as to be plainly audible within a residential dwelling of one (1) or more members of the community for more than one (1) cumulative hour during any 24-hour period, provided, however this section shall not apply to the following:

a. Parcels of land of five (5) acres or more (or one or more contiguous parcels of land with the same ownership, which total at least five (5) acres)

(b) For the purpose of this section, a person shall be deemed to have "allowed" his animal to bark or create noises which are plainly audible within a residential dwelling after two (2) persons who are not members of the same household, one of whom may be a sheriff's office deputy, animal control office or litter officer, or one (1) person if there are no more

than two (2) households within seven hundred fifty (750) feet of the property line of the noise source, lodge a complaint alleging a violation of subsection (1).

(c) Notwithstanding the above provisions of this section, animal noise emanating from any commercial kennel established prior to the development of any residential property upon which such sounds may be audible, shall not be considered noises in violation of this section.

(d) This section shall be effective to the extent that it is not inconsistent with Title 46, Chapter 45 Nuisance Suits Related to Agricultural Operations, as amended, as it relates to noise from agricultural animals.

(e) A violation of this section shall constitute a misdemeanor punishable by a fine not to exceed $500, plus court costs. Each instance shall constitute a separate offence. Third or subsequent violation shall constitute a misdemeanor punishable in accordance with Section 6-4.

Sec. 6-23. Maintenance of premises used for keeping animals.

(a) Each stable, pen, coop or other place where any animal, poultry or fowl is kept shall be maintained at all times in a safe and sanitary condition so as not to constitute a nuisance. Solid and liquid waste matter shall be removed as frequently as may be necessary to prevent offensive odors and to prevent accumulations constituting a hazard to the health or safety of any person.

(b) This section shall be effective to the extent that it is not inconsistent with Title 46, Chapter 45 Nuisance Suits Related to Agricultural Operations, as amended.

(c) A violation of this section shall constitute a misdemeanor punishable in accordance with Section 6-4.

Sec. 6-24. Duties of owner.

(a) Each owner of companion animals shall provide the following:

1. Adequate feed and adequate water;
2. Adequate shelter;
3. Adequate space in the primary enclosure for the particular type of animal depending upon its age, size and weight;
4. Veterinary care when needed and to prevent suffering; and
5. Humane care and treatment.

(b) The provisions of this section shall also apply to every animal shelter and boarding kennel with respect to the animals contained therein.

(c) A violation of this section shall be a misdemeanor punishable by a fine not to exceed $500.

Sec. 6-25. Number of dogs allowed.

It shall be a misdemeanor, punishable by a fine not to exceed $250, for any person(s) or entity to own, keep or harbor more than twenty (25) dogs, four (4) months of age or older regardless of

parcel size and regardless of whether they are kept on one (1) or more tax map parcels in Spartanburg County. However, this limitation shall not apply to dog breeders licensed in accordance with this chapter or recognized pet rescue organizations as defined in this chapter, so long as all dogs have a current Bordetella vaccination. Proof of such vaccination shall be provided to an Animal Control Officer upon request.

Sec. 6-26. Protection of responsible pet ownership.

In adopting this chapter, the county council's intention is to provide control of wild pets, dangerous or vicious pets and pets whose owners assume no responsibility for their keeping and care and which destroy or damage property or constitute an active nuisance or danger to residents of the county. It is the intention of the county council that animal control officers and animal shelter personnel be alert to protect responsible pet ownership so that no pet shall be ~~destroyed~~euthanized solely by reason of a technical violation of this chapter without other considerations. Animal control officers shall be expected by the county council to exercise prudence and consideration for responsible pet ownership.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-~~20~~27. Authority of farmers.

Any farmer who finds a dog on his property in the act of chasing, charging, attacking, biting, leaping at or destroying any cattle, sheep, horses, mules, goats, hogs or domestic fowl, and which exhibits fierceness or hostility by snarling or the bearing of teeth or the bristling of hair, may kill such dog, even if such dog wears owner identification and rabies tags, if summary destruction is necessary to prevent injury to such farm stock. Any farmer acting pursuant to this section shall be deemed to be acting in furtherance of this chapter and to be vested with the authority to destroy such dogs.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-~~21~~28. Wild or exotic animals.

(a) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to keep, maintain, possess, or to have under their control within Spartanburg County, any venomous reptile or any other wild or exotic animal. The prohibition of venomous reptiles and wild and exotic animals is primarily based upon a concern to protect the health, safety and welfare of the citizen of Spartanburg County.

(b) *Definition.* A wild or exotic animal shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or to one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals ~~are further defined as being~~also include those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae naturae.* Wild or exotic animals specifically do not include animals of a species customarily used in South

Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(c) *Exceptions.* The provisions of this section shall not apply to lawfully operated and located ~~pet shops,~~ zoological gardens, scientific research laboratories, circuses, fairs, any licensed or accredited educational institutions, veterinarians harboring such animals for purposes of providing professional medical treatment or wildlife rehabilitators with proper permits, provided the animals are maintained in quarters so constructed and maintained as to prevent escape.

(d) *Compliance with state and federal regulations and safe confinement.* The confinement of animals described under subsections (a) and (b) above, but exempt under subsection (c) above, must meet the regulations promulgated by the South Carolina Department of Natural Resources, the minimum standards under the Animal Welfare Act and all applicable rules promulgated by the United States Department of Agriculture. In addition to meeting the animal minimum standards, all such venomous reptiles and all such wild or exotic animals shall be confined, restrained and controlled in such a manner so the physical safety, or property, of any person lawfully entering the premises shall not be endangered; this shall specifically require fully enclosed quarters for the animal so constructed as to prevent escape.

(e) *Wild animals on public rights-of-way.* Animals described under subsections (a) or (d) above, but exempt under subsections (c) or (d) above, shall not be allowed on any public street, sidewalk, or other public way, except in a fully enclosed cage or adequate structural restraint. The use of a leash, with or without a muzzle, shall not be considered adequate restraint.

(f) *Notice requirement of wild/exotic animals owned prior to effective date of ordinance.* The owner of any wild or exotic animal(s) shall have 90 days from the effective date of the ordinance to notify Spartanburg County ~~Environmental Enforcement~~Animal Control of the ownership of such wild or exotic animal and be required to provide the owner's name, type of animal and location of the animal(s).

(g) A violation of this section shall be a misdemeanor punishable in accordance with Section 6-4.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26, § 4, 8-19-19)

Sec. 6-~~22~~29. Incorporation of state law on dogs and animals.

Notwithstanding any provision of this chapter to the contrary, the animal control officer shall be empowered to enforce the provisions of state law set forth under S.C. Code 1976, tit. 47, chs. 1, 3, 5 and 7. The animal control officer shall also be empowered to enforce the provision of state law set forth under Title 51, Chapter 3, Section 145 Paragraph P [S.C. Code 1976, § 51-3-145(P)] regarding bringing dogs and other animals into county parks and facilities. The above code sections of South Carolina law are incorporated by reference as if fully stated herein. By virtue of the incorporation of state law into this chapter, the animal control officer shall be empowered to issue a uniform summons to the owner or keeper of an animal or to any person violating any provision of state law incorporated into this chapter.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

ARTICLE II – DANGEROUS AND VICIOUS ANIMALS

Sec. 6-50. Keeping dangerous or vicious animals.

(a) No person owning or harboring or having the care or the custody of a dangerous or vicious animal may permit the animal to go unconfined on the premises of the owner or keeper. A dangerous animal is "unconfined" as the term is used in this chapter if the animal is not securely confined indoors or confined in a securely enclosed and locked pen, cage or enclosed area. The pen, cage or enclosed area also must have sides sufficiently high to keep the animal from escaping. If the pen, cage or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one foot. However, the provisions of this section shall not apply to any dog that is owned by a licensed security company and is on patrol in a confined area.

(b) Any animal which has been determined to be a dangerous or vicious animal may be impounded and may not be redeemed unless such redemption is authorized by the director of the Pet Resource Center or such other employee as designated by the County Administrator.

State law reference(s)—S.C. Code Ann. 47-3-720 (1976).

Sec. 6-51. Dangerous animal not permitted beyond premises unless safely restrained.

No person owning or harboring or having the care of a dangerous animal may permit the animal to go beyond his premises unless the animal is safely restrained and the requirements of Section 6-54(e) are met.

State law reference(s)—S.C. Code Ann. 47-3-730 (1976).

Sec. 6-52. Owning or harboring animal for fighting or attacking humans or domestic animals prohibited; selling, breeding, buying or attempting to buy, or intent to do same, prohibited; exceptions.

(a) No person may own or harbor an animal for the purpose of fighting or train, torment, badger, bait, or use an animal for the purpose of causing or encouraging the animal to unprovoked attacks upon human beings or domestic animals.

(b) No person may possess with intent to sell, offer for sale, breed, or buy or attempt to buy a known dangerous animal; however, this subsection does not apply to a person who is licensed to possess and breed an animal under the classifications specified and regulated by the United States Department of Agriculture under the Animal Welfare Act as codified in Title 7 of the United States Code.

State law reference(s)—S.C. Code Ann. 47-3-740 (1976).

Sec. 6-53. Seizure and impoundment of dangerous animal.

(a) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or cared for in violation of Section 6-50, 6-52 or 6-54(E), the agent or officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(b) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or housed in violation of Section 6-51, the agent or officer may seize and impound the dangerous animal while the trial is pending.

(c) If a dangerous animal is seized in accordance with Subsection (b) above, the officer shall file a petition with the court having jurisdiction seeking an order declaring the animal is dangerous or vicious. An owner of an animal declared dangerous or vicious shall comply the provisions of Section 6-54(c) through (e) as ordered by the court.

State law reference(s)—S.C. Code Ann. 47-3-750 (1976).

Sec. 6-54. Penalties; payment of expenses; registration of dangerous animals.

(a) A person who violates Section 6-50 or 6-51 or subsection (E) of this section or who is the owner of a dangerous animal which attacks and injures a domestic animal is guilty of a misdemeanor and, upon conviction, for a first offense, must be fined not more than two hundred dollars or imprisoned not more than thirty days and, upon conviction of a subsequent offense, must be fined five hundred dollars none of which may be suspended or remitted.

(b) A person who is the owner of a dangerous animal which attacks and injures a human being in violation of this chapter or a person who violates Section 6-52 is guilty of a misdemeanor and, upon conviction, must be punished in accordance with Section 6-4;

(c) A dangerous or vicious animal which attacks a human being or domestic animal may be ordered destroyed when in the court's judgment the dangerous animal represents a continuing threat of serious harm to human beings or domestic animals.

(d) A person found guilty of violating this article shall pay all expenses, including, but not limited to, shelter, food, veterinary expenses for boarding and veterinary expenses necessitated by the seizure of an animal for the protection of the public, medical expenses incurred by a victim from an attack by a dangerous animal, and other expenses required for the destruction of the animal.

(e) A person owning a dangerous animal shall register the animal with Animal Control for the county in which the owner resides. The registration application must be accompanied by proof of liability insurance of at least two hundred and fifty thousand dollars insuring the owner for personal injuries inflicted by the dangerous animal. In addition, the following requirements must be met:

1. The owner registering the dangerous animal must promently display warning sign providing to kennel
2. The owner a metal license tag and a certificate. The metal license tag at all times must be attached to a collar or harness worn by the dangerous animal for which the certificate and tag have been issued.
3. Provisions of the County's Dangerous Dog Policy as established by Animal Control and approved by the County Administrator.

(f) Nothing in this chapter is designed to abrogate any civil remedies available under statutory or common law.

State law reference(s)—S.C. Code Ann. 47-3-760 (1976).

Sec. 6-55. When person is lawfully on premises; authority to use force to repel attack by dangerous animal when lawfully on premises; no liability for action taken to repel or restrain unprovoked attack of dangerous animal.

(a) A person lawfully is upon the premises of the owner within the meaning of this article when he is on the premises in the performance of a duty imposed upon him by the laws of this State, by the laws or postal regulations of the United States, when he is on the premises upon invitation, expressed or implied, of the owner, or when he is in the performance of a duty relative to public safety, which includes policemen, firemen, or other authorized personnel including but not limited to building inspectors and county assessors. A person may ingress to and egress from the premises for a purpose connected with the performance of the public safety duty.

(b) A person who lawfully is on the owner's premises and who is attacked by a dangerous animal or witnesses the attack may use reasonable force to repel the attack. A person is not liable in damages or otherwise for action to repel or action taken to restrain or control an animal from an unprovoked attack.

State law reference(s)—S.C. Code Ann. 47-3-770 (1976).

ARTICLE III – BREEDERS

Sec. 6-90. Dog Breeder License Required.
All persons engaged in breeding as a business, occupation, or profession shall obtain a county dog breeder license from Spartanburg County Animal Control. It shall be unlawful for a dog breeder to fail to obtain a county dog breeder license.

For the purposes of this Section, "engaged in breeding as a business, occupation, or profession" means having at least one (1) unaltered female dog on a premises and producing at least one (1) litter of puppies to sell within a twelve (12) month period.

Sec. 6-91. Requirements to Obtain Dog Breeders License.

1. Applicants must provide proof that all dogs at least four (4) months of age and older on the breeder's premises have received a rabies vaccination.

2.. Animal Control, through its Animal Control Officers, shall conduct an annual inspection of breeder's property prior to issuing the annual license.

3. During an inspection, an Animal Control Officer will be looking for the following:

a. Adequate care

b. Adequate exercise

c. Adequate feed

d. Adequate shelter

e. Adequate space

f. Adequate water

g. Maintenance of the premises as required by Section 6-23

h. The premises must be set up in such a manner as to prevent the public and stray animals from obtaining entrance into or gaining contact with any breeding pairs, unaltered females, and litters intended for sale.

4. A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty or to any other applicants that reside at the same address.

5. A License application should be submitted prior to any litter being delivered. Failure to timely register under this ordinance may result in additional penalties.

6. A dog breeder license shall expire one year after the date of issue and is not transferrable to another person or location.

7. The inspection fee for a county dog breeder license will be established in the County fee schedule as adopted by County Council. If not in compliance, a Reinspection fee will be charged as established in the County fee schedule as adopted by County Council.

8. Any violations found under the provisions of this Chapter shall be grounds for the suspension of the dog breeder license if deemed necessary by the Animal Control. In lieu of suspension of the license, the Animal Control Officer may provide thirty (30) days to remedy the violations.

9. The dog breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until a new license is issued.

ARTICLE V – SELLING PETS

Sec. 6-100. Selling Pets.

No person may sell, offer for sale, trade, barter, auction, lease, rent, or display for any commercial purpose, any dog or cat on any roadside, public right-of-way, public property, commercial or institutional parking lot, sidewalk, or at any, fair, or carnival. A violation of this provision is a misdemeanor punishable by a fine not to exceed $500.

SECTION 2: The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

SECTION 3: This Ordinance shall take effect upon third reading approval.

[*Signature Page to Follow*]

ADOPTED this ____ day of _____, 2025.

SPARTANBURG COUNTY COUNCIL

BY: _____
A. MANNING LYNCH

Chairman

ATTEST:

_____
B. Cole Alverson
Spartanburg County Administrator

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Spartanburg County Administration

Memo

To: **Public Safety & Judiciary Committee**
Honorable Monier Abusaft, Chairman
Honorable David Britt, Member
Honorable Jessica Coker, Member

From: Cole Alverson
County Administrator

Date: May 9, 2025

Attached is a copy of the Activity Reports from the Building Codes and the Environmental Enforcement Departments.

If you should have any questions regarding the report, please do not hesitate to call me.

Attachment

Spartanburg County
Building Codes & Fire Services

To: Cole Alverson, County Administrator
Cc: Earl Alexander, Deputy County Administrator
Kevin Stiens, Deputy County Administrator

Cc: Angela Walker, Clerk to Council

From: Gregg Hembree, Director of Building Codes

Re: Activity Report for April 2025

Date: May 2, 2025

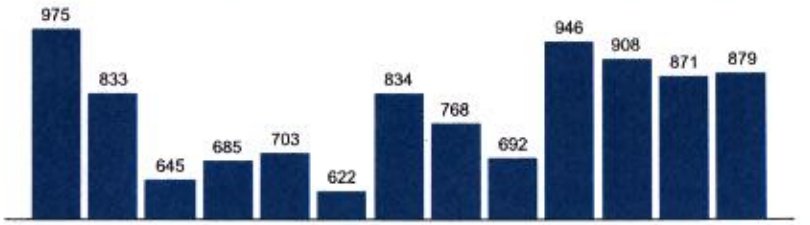
Please see the attached summary of the activity within the Building Codes Department for the month of April 2025, showing the number of permits issued and number of inspections conducted during this period, along with other information related to the Building Codes Department.

Address: 366 N. Church St, Room 500, Post Office Box 5666, Spartanburg, SC, 29303

Phone: (864) 596-2727 **Fax:** (864)596-2194 **Website:** www.spartanburgcounty.org

Total Permits Issued Per Month

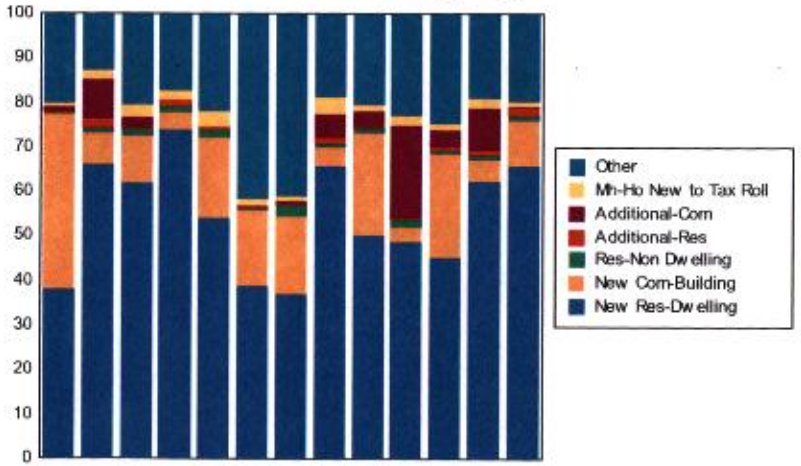
	2024									2025			
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
New Res-Dwelling	405	351	227	253	219	218	174	232	227	298	360	315	323
New Com-Building	17	10	7	8	9	14	7	7	5	7	8	9	14
Res-Non Dwelling	49	40	51	41	46	22	33	29	30	39	40	43	43
Additional-Res	13	12	7	14	7	5	10	13	5	13	15	13	16
Additional-Com	2	1	2	-	1	2	3	2	3	2	2	3	2
Mh-Ho New to Tax Roll	20	25	20	14	26	17	12	24	11	20	18	19	14
Other	469	394	331	355	395	344	595	461	411	567	465	469	467
Total	975	833	645	685	703	622	834	768	692	946	908	871	879



Total Permit Valuations Per Month

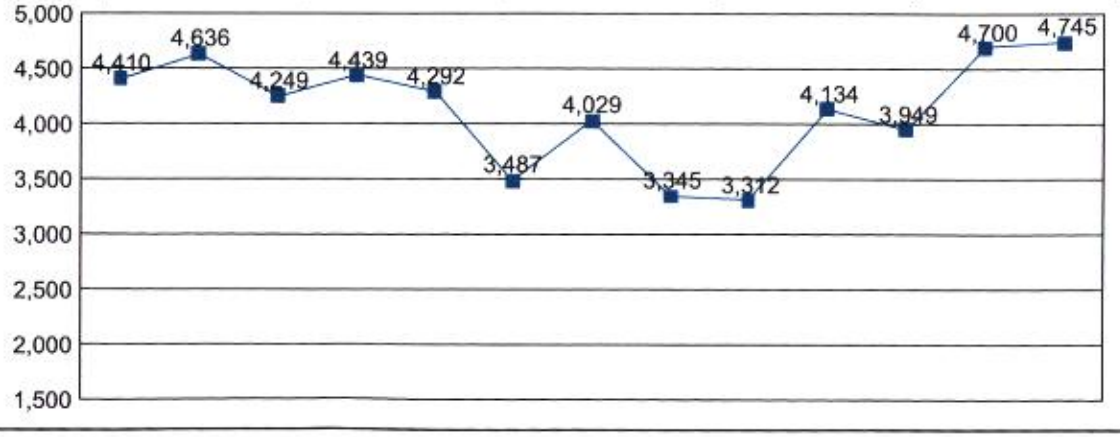
	2024									2025			
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
New Res-Dwelling	70,602,988	65,232,515	47,815,101	52,229,543	45,578,098	43,651,262	38,315,010	45,395,668	47,873,100	56,983,504	62,926,806	61,221,682	68,528,890
New Com-Building	71,779,202	6,901,252	7,966,006	2,660,120	15,250,832	18,924,200	17,985,972	2,904,249	22,064,273	3,671,172	32,726,301	4,989,766	10,451,434
Res-Non Dwelling	1,195,148	1,201,777	1,159,118	932,138	1,404,569	512,938	2,324,538	612,249	918,517	1,774,788	873,944	1,173,636	1,277,066
Additional-Res	736,433	1,786,580	206,260	996,500	633,143	401,920	520,540	944,738	345,406	640,800	883,105	970,410	1,656,178
Additional-Com	1,415,061	8,890,901	1,885,502	-	5,000	252,000	600,730	3,553,429	3,565,861	24,053,725	5,575,315	9,445,979	477,250
Mh-Ho New to Tax Roll	1,720,406	2,181,823	2,280,850	1,566,004	3,041,154	1,723,317	1,257,698	2,862,274	1,132,003	2,726,447	1,905,434	2,191,227	1,161,020
Other	36,763,730	12,303,060	15,759,756	12,228,936	18,382,907	46,530,631	42,018,382	12,826,121	19,559,390	26,545,214	34,410,858	18,594,372	20,433,934
Total	$184,212,967	$98,497,907	$77,072,594	$70,613,241	$84,295,703	$111,996,267	$103,022,870	$69,098,728	$95,458,550	$116,395,650	$139,301,763	$98,587,072	$103,985,773

Valuations by Type



Total Inspections Per Month

	2024									2025			
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Total	4,410	4,636	4,249	4,439	4,292	3,487	4,029	3,345	3,312	4,134	3,949	4,700	4,745



Environmental Enforcement Department

Animal Control

Monthly Report **Date: APRIL 2025**

Activities	Number	Year to date	Activities	Number	Year to date
Dogs	77	657	Pickup calls	91	1111
Pups	0	38	Nuisance calls	142	1411
Cats	217	1868	Cruelty calls	93	962
Kittens	0	46	Non Travel calls	242	2178
Miscellaneous	1	3	Complaints Investigated No Animals found	126	1225
Subtotal	295	2615	Total calls Investigated	694	6887
Releases	22	142	Emergency calls	174	1699
Strays (5 days)	53	538	Overtime hours	132.75	1172
T-N-R Releases	216	1867	Trapped animals	5	49
10 day hold for DHEC bite cases	4	67	Unwanted animals Pu	22	199
Livestock (5 day Hold)	0	1	Bite Cases Investigated	27	224
Return to Owner (GCAC)	0	0	**Animals To GCAC**	75	680
Return to Owner (ACO)	6	55	Other Fostered elsewhere	0	1
County Residents			Bite cases to AA	4	67
Dogs			**TNR Surgeries**	216	1867
Pups			**Total Number of Animals**	295	2615
Cats					
Kittens					
Miscellaneous			Assist other Dept/ Agencies	42	262
Subtotal	0	0	Educational Presentations	0	0
Totals	**295**	2615	Court cases	25	209
			Tickets written	79	542
Thought for the month	*Learning never exhausts the mind*		Amount of tickets	$26,340.00	$178,859.00

OFFICER	Vehicle #	Start Mileage	Stop Mileage	Traveled	Year to Date
Turned in to Fleet	AC2824	166426	166426	0	17306
Turned in to Fleet	AC2672	103464	103464	0	766
SPARE (602)	AC3150	99497	101121	1624	23233
SPARE	AC2823	163662	163760	98	9049
Turned in to Fleet	AC2877	114590	114590	0	7666
Turned in to Fleet	AC2876	154682	154682	0	7812
604	AC3423	28089	30476	2387	19127
601	AC3505	12410	12910	500	10700
603	AC3564	7765	10165	2400	10093
605	AC3578	9964	13715	3751	13705
606	AC3579	7618	10128	2510	10118
602 (being repaired)	AC3525	3090	3090	0	3080
607	AC3574	2587	4736	2149	4726

Animal Control Division (FY 24-25)

Greenville County Animal Care Shelter & AA Report

Month	Year	Rel.	5 Day Hold	Ext Hold	GCAC Return to Owner	DHEC Holds ANIMAL ALLIES	DHEC Holds GCAC	Misc. animals Fostered by Rescue in Spartanburg County by (Not Transported to Greenville Shelter)	*Animal Control Officer Return to Owner	TNR Surgeries AC Transport	TNR Surgeries Citizen Transport	Total TNR Surgeries
Jul	2024	21	51	0	0	9	0	1	5	121	164	**285**
Aug	2024	14	75	0	0	8	0	0	2	18	151	**169**
Sep	2024	**15**	**40**	**0**	**0**	**5**	**0**	**0**	**5**	**0**	**164**	**164**
Oct	2024	4	52	0	0	9	0	0	12	0	208	**208**
Nov	2024	20	58	0	0	8	0	0	5	0	110	**110**
Dec	2024	11	40	0	0	6	0	0	2	1	139	**140**
Jan	2025	6	62	0	0	9	0	0	5	0	130	**130**
Feb	2025	3	54	0	0	5	0	0	6	0	175	**175**
Mar	2025	26	53	0	0	4	0	0	7	0	270	**270**
Apr	2025	22	53	0	0	4	0	0	6	1	215	**216**
May	2025											**0**
Jun	2025											0
Totals		**142**	**538**	**0**	**0**	**67**	**0**	**1**	**55**	**141**	**1726**	**1867**

Animal Control Division (Calendar Yr 2025)

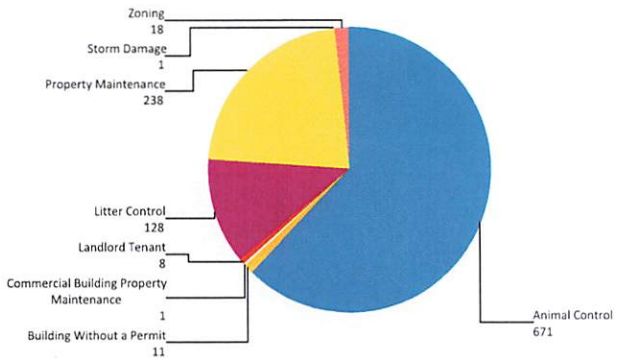
Animal Shelter Report

Month	Year	Release	5 Day Hold	EXT Hold	GCAC Return to Owner	DHEC Holds ANIMAL ALLIES	DHEC Holds Greenville County Animal Care	Misc. animals Fostered in Spartanburg County (Not Transported to Greenville Shelter)	*Animal Control Officer Return to Owner	TNR Surgeries AC Transport	TNR Surgeries Citizen Transport	Total TNR Surgeries
Jan	2025	6	62	0	0	9	0	0	5	0	130	130
Feb	2025	3	54	0	0	5	0	0	6	0	175	175
Mar	2025	26	53	0	0	4	0	0	7	0	270	270
Apr	2025	22	53	0	0	4	0	0	6	1	215	216
May	2025											0
Jun	2025											0
Jul	2025											0
Aug	2025											0
Sep	2025											**0**
Oct	2025											0
Nov	2025											0
Dec	2025											0
Total		57	222	**0**	**0**	22	**0**	**0**	24	1	**790**	**791**

Rev 5-7-24 CC

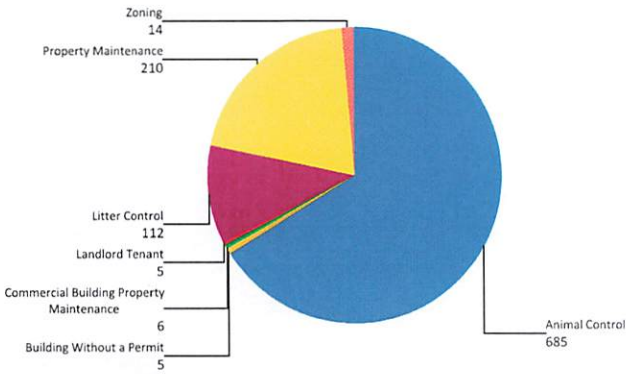
CODE CASE KEY PERFORMANCE INDICATORS (04/01/2025 TO 04/30/2025) FOR SPARTANBURG COUNTY

Code Cases Opened By Case Type



Animal Control	62.4%
Building Without a Permit	1.0%
Commercial Building Property Maintenance	0.1%
Landlord Tenant	0.7%
Litter Control	11.9%
Property Maintenance	22.1%
Storm Damage	0.1%
Zoning	1.7%
Total:	100.0%

Code Case Expired By Case Type



Animal Control	66.1%
Building Without a Permit	0.5%
Commercial Building Property Maintenance	0.6%
Landlord Tenant	0.5%
Litter Control	10.8%
Property Maintenance	20.3%
Storm Damage	0.0%
Zoning	1.4%
Total:	100.0%

Invoiced Code Case Revenue By Case Type

Animal Control	0.0%
Building Without a Permit	0.0%
Commercial Building Property Maintenance	0.0%
Landlord Tenant	0.0%
Litter Control	0.0%
Property Maintenance	0.0%
Storm Damage	0.0%
Zoning	0.0%
Total:	100.0%

ENVIRONMENTAL ENFORCEMENT

Monthly Report
Litter

Month/Year	APRIL 2025
Tickets Issued:	64
Violators Incarcerated	3
Signs Removed	7
Written Warnings Issued:	20
Number of complaints Investigated	125
Illegal Dumpsites Cleaned:	12
Road Cleanup Tonage	6.1
Assist other Dept / Agencies	6
Mileage: (All)	12,983

Rev: 3/7/25

Directors Monthly Report

(Litter) **Director:** **James Nelson II**

Month/Year: APRIL 2025

State Tickets Issued:		0			Animal Control:	0	
Moving Violations:	Litter: Com	0	NC	0			
County Tickets Issued:	Litter:	1			Animal Control:	0	
Moving Violations:	Litter: Com	0	NC	0			
Amount of State Fines:	Litter:	$0.00			Animal Control:	$0.00	
Amount of County Fines:	Litter:	$250.00			Animal Control:	$0.00	
Secondary Violations		0			Fine Amount:	$0.00	
Burn Ordinance		0			Fine Amount:	$0.00	
Number of complaints Investigated for Roads & Bridges		0					
Court Cases	Litter: #	1			Animal Control:#	0	
Written Warnings Issued:	Litter:	0	Secondary	0	Animal Control:	0	B.O. 0
Illegal Dumpsites Reported:		4					
Violations forwarded to DHEC:		0					
Violations forwarded to Health Department:		0					
Assist other Dept / Agencies:		6					
Educational Presentations:		0					
Vehicle Number:		3146					

Mileage: Beginning 32,457 Ending 33,733 Total 1,275

Totals above are included in Environmental Enforcement Litter Monthly Report

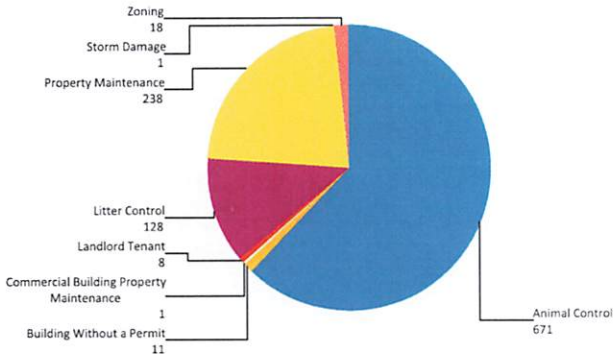
Number of complaints Investigated by Director: Litter: 7 10 AC 5 Personnel 0

rev 10/1/2018

Additional Items:
Attended the following regularly scheduled monthly meetings:
County Council, Public Safety, Public Service Meeting,
Attended/ conducted the following training:
Other items of interest:
Met with Anderson County Officers
Honored Animal Control Officers Animal Control Appreciation Week
Risk Management provided staff Safety Session

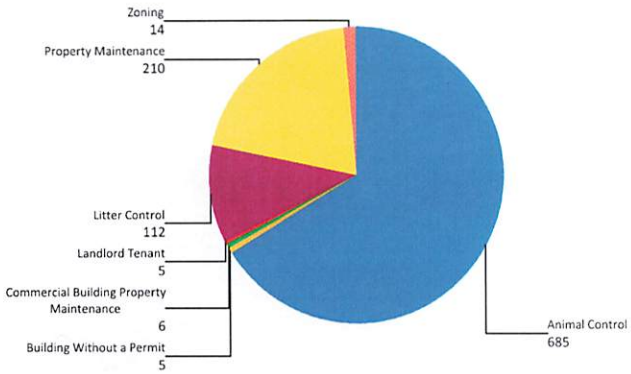
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Zoning	1.7%
Total:	100.0%

Code Case Expired By Case Type

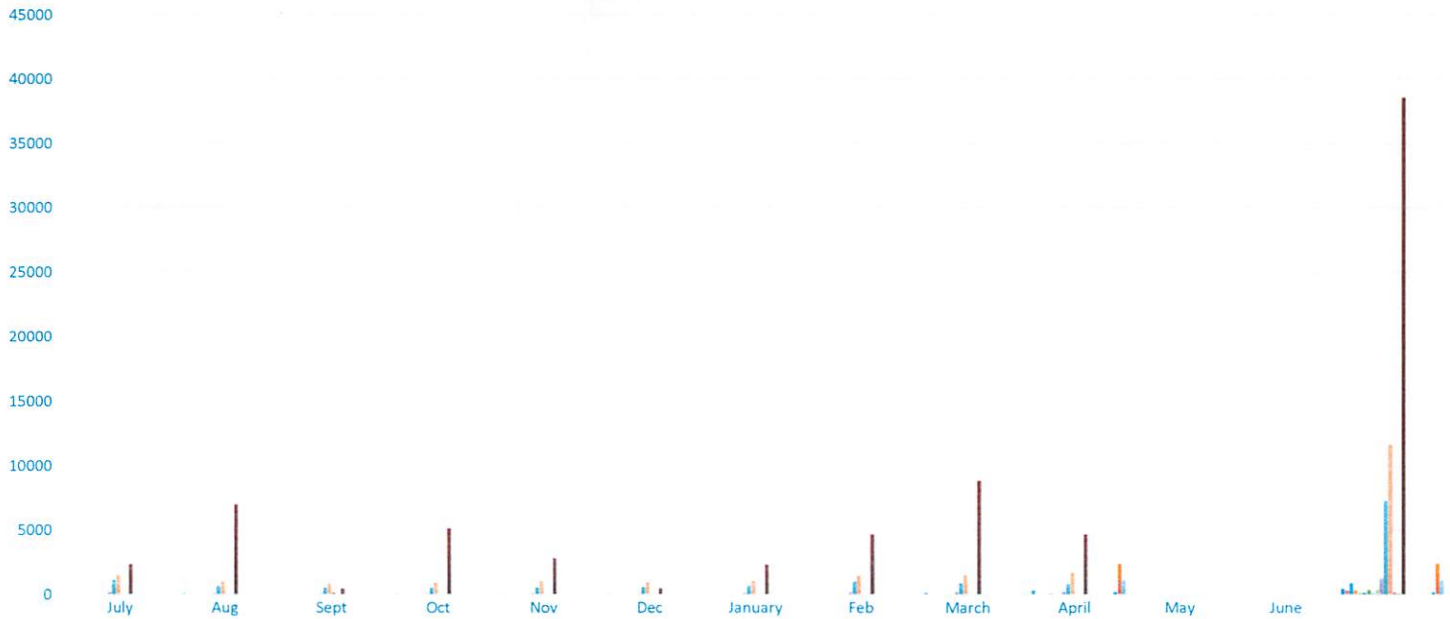


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Invoiced Code Case Revenue By Case Type

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Landlord Tenant	0.0%
Litter Control	0.0%
Property Maintenance	0.0%
Storm Damage	0.0%
Zoning	0.0%
Total:	100.0%

ENVIRONMENTAL ENFORCEMENT PROPERTY MAINTENANCE YEARLY TOTALS FOR 2024 - 2025 INVESTIGATIONS



	July	Aug	Sept	Oct	Nov	Dec	January	Feb	March	April	May	June	
R&D	52	30	28	43	58	40	52	41	57	62	0	0	463
O/G	43	40	30	17	41	9	15	29	36	52	0	0	312
VEH	36	79	30	57	70	67	72	31	132	329	0	0	903
DEMO / REPAIR	18	12	14	30	49	36	40	32	38	41	0	0	310
NO POWER / WATER	12	5	18	14	41	19	7	16	23	19	0	0	174
IMM DANGER	16	4	9	7	13	17	17	10	14	24	0	0	131
OTHER	13	22	28	48	26	47	29	39	56	78	0	0	386
COMM PROP	1	6	5	18	13	6	9	10	9	12	0	0	89
Condemned	21	17	25	37	61	51	33	41	52	49	0	0	387
Closed (VEH & PROP)	173	84	104	97	80	74	81	172	179	187	0	0	1231
Re-Inspect	1,110	663	511	505	536	553	672	1008	886	805	0	0	7249
Total	1,495	962	802	873	988	919	1027	1435	1482	1659	0	0	11642
PM Warning	0	0	150	0	0	0	0	0	0	0	0	0	150
Summons Issued	5	15	1	11	6	1	5	10	19	10	0	0	83
Summons Amount	$2,325.00	$6,975.00	$465.00	$5,115.00	$2,790.00	$465.00	$2,325.00	$4,650.00	$8,835.00	$4,650.00	$0.00	$0.00	$38,595.00
Demolished by the County	0	5	0	0	1	1	1	3	6	1	0	0	18
Demolished by the Owner	5	4	4	3	4	4	4	2	24	6	0	0	60
Hospitality Acknowledgement Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
Hospitality Tax Summons	0	0	0	0	0	0	0	0	0	0	0	0	0
Hospitality Tax Summons Amount	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Assist other Agency's	0	0	0	0	0	0	1	3	0	1	0	0	5
MHPs Investigated	0	0	0	0	0	0	0	0	11	185	0	0	196
MHP Spaces Inspected	0	0	0	0	0	0	0	0	50	2341	0	0	2391
MHP Spaces Complied	0	0	0	0	0	0	0	0	0	1119	0	0	1119

Year to Date Totals for 2024-2025

	R&D	O/G	VEH	DEMO / REPAIR	NO POWER / WATER	IMM DANGER	OTHER	COMM PROP	Condemned	Closed (VEH & PROP)	Re-Inspect	Total	PM Warning	Summons Issued	Summons Amount	Demolished by the County	Demolished by the Owner	Hospitality Acknowledgement Trips	Hospitality Tax Summons	Hospitality Tax Summons Amount	MHPs Investigated	MHP Spaces Inspected	MHP Spaces Complied	Assist other Agency's	Mileage Total	Signs Removed from Right of Way
July	52	43	36	18	12	16	13	1	21	173	1,110	1,495	0	5	$2,325.00	0	5	0	0	$0.00	0	0	0	0	12172	0
Aug	30	40	79	12	5	4	22	6	17	84	663	962	0	15	$6,975.00	5	4	0	0	$0.00	0	0	0	0	9236	0
Sept	28	30	30	14	18	9	28	5	25	104	511	802	150	1	$465.00	0	4	0	0	$0.00	0	0	0	0	7531	0
Oct	43	17	57	30	14	7	48	18	37	97	505	873	0	11	$5,115.00	0	3	0	0	$0.00	0	0	0	0	9160	0
Nov	58	41	70	49	41	13	26	13	61	80	536	988	0	6	$2,790.00	1	4	0	0	$0.00	0	0	0	0	9235	0
Dec	40	9	67	36	19	17	47	6	51	74	553	919	0	1	$465.00	1	4	0	0	$0.00	0	0	0	0	8561	0
January	52	15	72	40	7	17	29	9	33	81	672	1027	0	5	$2,325.00	1	4	0	0	$0.00	0	0	0	1	9766	0
Feb	41	29	31	32	16	10	39	10	41	172	1008	1435	0	10	$4,650.00	3	2	0	0	$0.00	0	0	0	3	11703	0
March	57	36	132	38	23	14	56	9	52	179	886	1482	0	19	$8,835.00	6	24	0	0	$0.00	11	50	0	0	11530	0
April	62	52	329	41	19	24	78	12	49	187	805	1659	0	10	$4,650.00	1	6	0	0	$0.00	185	2341	1119	1	11567	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0	0	0	$0.00	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0	0	0	$0.00	0	0	0	0	0	0
Totals	463	312	903	310	174	131	386	89	387	1231	7249	11642	150	83	$38,595.00	18	60	0	0	$0.00	196	2391	1119	5	100,461	0

Notes: Sign Detail 0

April-25

SPARTANBURG COUNTY ENVIRONMENTAL ENFORCEMENT

New Inspections Entered into Energov	247
Properties Issued NOV	143
Closed/Unfounded cases in Energov	218
Energov Corrections	16
Inspections In Progress	23
Violations Resolved/Closed Cases (Vehicle & Property)	187
Follow Up Inspections of Violations	805
Rubbish & Debris	62
Derelict Vehicles	329
Overgrown	52
Demolish or Repair	41
No Power / No Water	19
Imminent Danger	24
Other Violations	78
Commercial Property Inspection	12
Properties Condemned	49
Open Cases for Property Maintenance	1170

PM Warnings	0
PM Summons Issued	10
PM Summons Amount	$ 4,650
Hospitality Tax Trips	0
Hospitality Tax Summons	0
Hospitality Summons Amt	$ -
Animal Control Warning Issued	0
Animal Control Citation Issued	0
Animal Control Summons Amount	$ -
Assist other agencies	5
MHP Investigated	185
MHP Spaces Inspected	2341
MHP Spaces Complied	1119
Sign Detail	0
Demolished by County	1
Demolished by Owner	6

Notes:

611

612 21-Apr assisted narcotics
29-Apr assisted litter
30-Apr assisted animal control

613

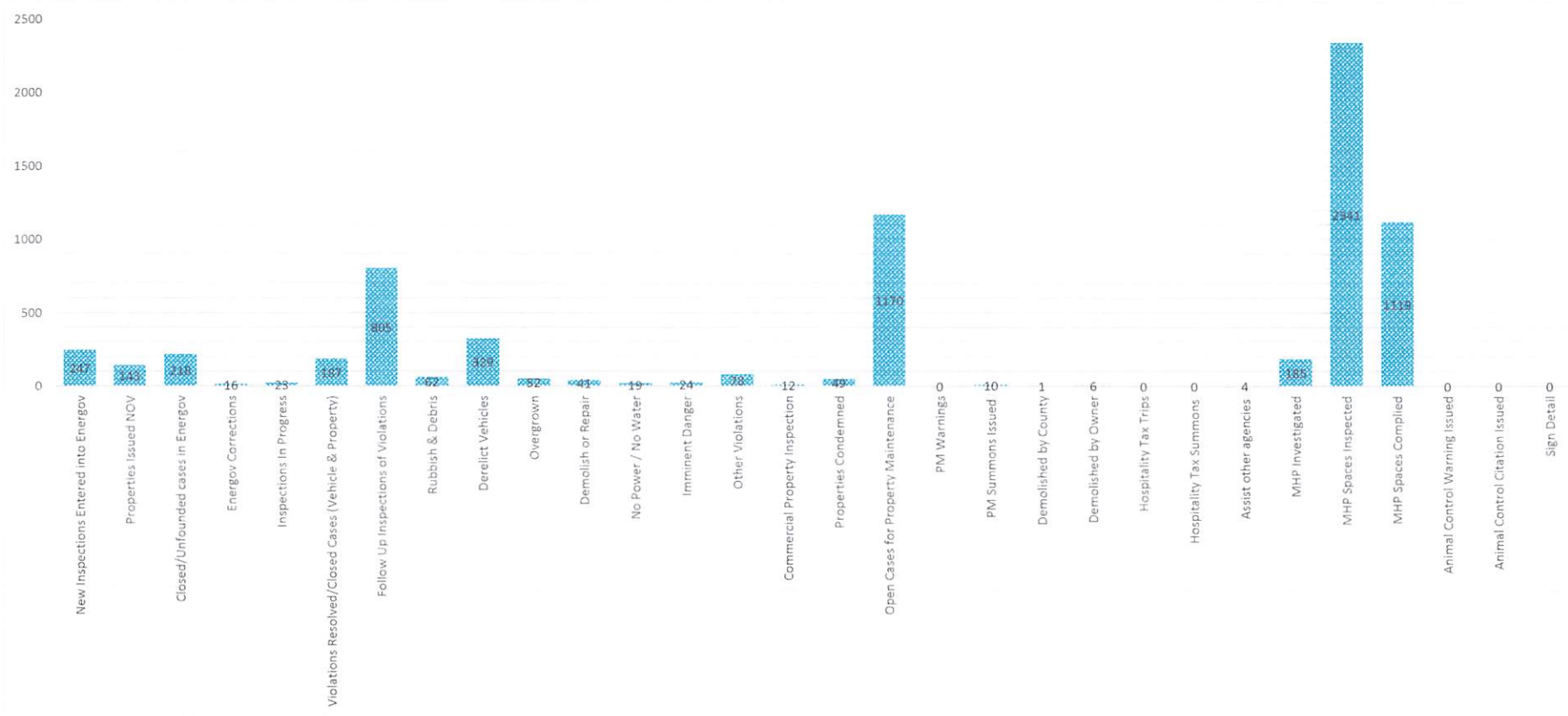
615

616 15-Apr assist Warrants

617

NOTE: Error found in formula of spreadsheet. Corrections made to February and March 2025 and attached with April reports. - M.Pharis

APRIL 2025 Property Maintenance Investigations



Special Project Planning Department -0

Rev. 5/8/2025

March-25

SPARTANBURG COUNTY ENVIRONMENTAL ENFORCEMENT

New Inspections Entered into Energov	248
Properties Issued NOV	148
Closed/Unfounded cases in Energov	283
Energov Corrections	23
Inspections In Progress	22
Violations Resolved/Closed Cases (Vehicle & Property)	179
Follow Up Inspections of Violations	886
Rubbish & Debris	57
Derelict Vehicles	132
Overgrown	36
Demolish or Repair	38
No Power / No Water	23
Imminent Danger	14
Other Violations	56
Commercial Property Inspection	9
Properties Condemned	52
Open Cases for Property Maintenance	1076

PM Warnings	0
PM Summons Issued	19
PM Summons Amount	$ 8,835
Hospitality Tax Trips	0
Hospitality Tax Summons	0
Hospitality Summons Amt	$ -
Animal Control Warning Issued	0
Animal Control Citation Issued	0
Animal Control Summons Amount	$ -
Assist other agencies	0
MHP Investigated	11
MHP Spaces Inspected	54
MHP Spaces Complied	2
Sign Detail	0
Demolished by County	6
Demolished by Owner	24

Notes:

611
6-Mar county demolished - 40 Adger St
14-Mar county demolished - 115 Seminole Dr
24-Mar county demolished - 327 Case Ave
31-Mar county demolished - 410 Cedar Springs Ave, 350 Cedar Springs Ave, 106 Crest Cir

613

615 13-Mar #3590 TO UNIQUE AUDIT - RODE WITH B. WOOD

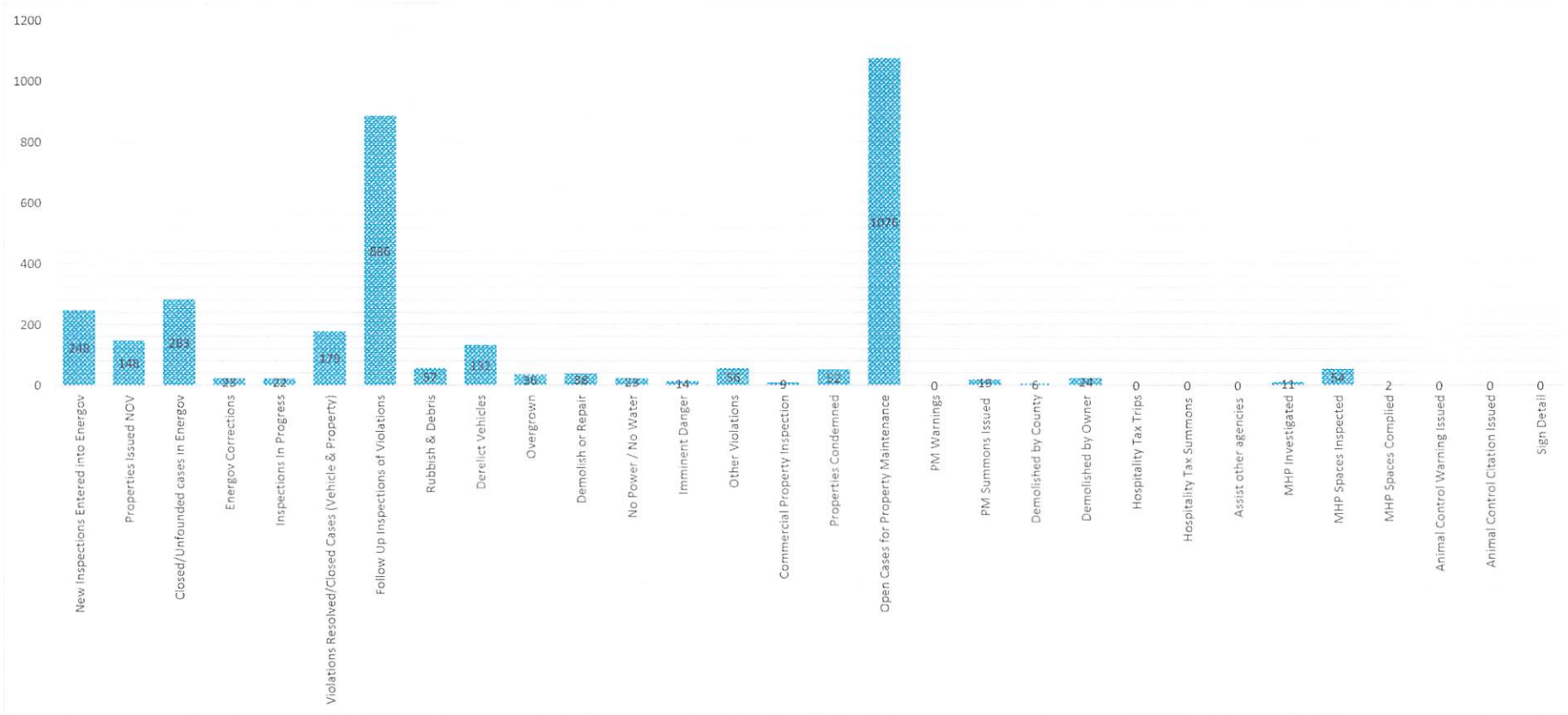
616
3/18/2025 missing log sheet as of 4/7/2025
3/24/2025 missing log sheet as of 4/7/2025

617

612

CORRECTED 5/8/2025
DUE TO ISSUE WITH FORMULA

MARCH 2025 Property Maintenance Investigations



CORRECTED 5/8/2025
DUE TO ISSUE WITH FORMULA

Special Project Planning Department -0

Rev. 5/8/2025

February-25

SPARTANBURG COUNTY ENVIRONMENTAL ENFORCEMENT

New Inspections Entered into Energov	149
Properties Issued NOV	92
Closed/Unfounded cases in Energov	225
Energov Corrections	37
Inspections In Progress	17
Violations Resolved/Closed Cases (Vehicle & Property)	172
Follow Up Inspections of Violations	1008
Rubbish & Debris	41
Derelict Vehicles	31
Overgrown	29
Demolish or Repair	32
No Power / No Water	16
Imminent Danger	10
Other Violations	45
Commercial Property Inspection	10
Properties Condemned	41
Open Cases for Property Maintenance	1123

PM Warnings	0
PM Summons Issued	10
PM Summons Amount	$ 4,650
Hospitality Tax Trips	0
Hospitality Tax Summons	0
Hospitality Summons Amt	$ -
Animal Control Warning Issued	0
Animal Control Citation Issued	0
Animal Control Summons Amount	$ -
Assist other agencies	3
MHP Investigated	0
MHP Spaces Inspected	0
MHP Spaces Complied	0
Sign Detail	0
Demolished by County	3
Demolished by Owner	2

Notes:

611
6-Feb COUNTY DEMOLISHED 2 MANNING ST
7-Feb COUNTY DEMOLISHED 5 MANNING ST
11-Feb BLOODBORNE PATHOGEN CLASS
12-Feb COUNTY DEMOLISHED 405 JUDD ST
17-Feb ZOOM PHONE TRAINING, TOOK HENDERSON FOR DRUG TEST DUE TO ACCIDENT

612
6-Feb assist Sheriff's Office @ 1375 Wofford Rd
17-Feb assist Sheriff's Office @ 4790 E Main St

613

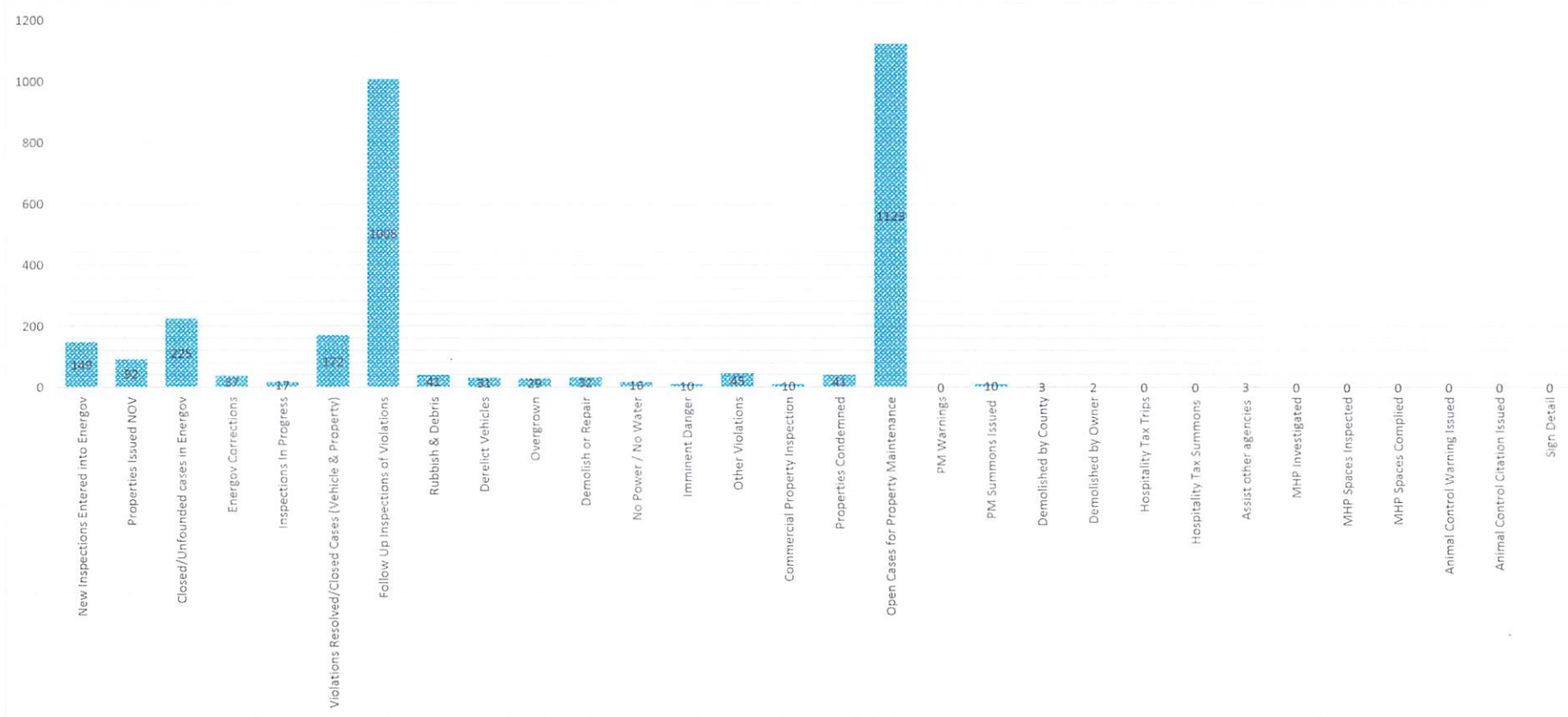
615
6-Feb ASSIST SCSO FOR 295 TOWNSEL RD

616
17-Feb Vehicle Accident

617

CORRECTED 5/8/2025
DUE TO ISSUE WITH FORMULA

FEBRUARY 2025 Property Maintenance Investigations



CORRECTED 5/8/2025
DUE TO ISSUE WITH FORMULA

Special Project Planning Department -0

Rev. 5/8/2025

APRIL 2025 MONTHLY SUBDIVISION & LAND USE REPORT

	Start Date	Parcel	Name	Type of Use	Number of Lots	Number of Bldgs	Number of Units	Acreage	Miles of New Road	New Road Maintenance	Council District	Project Type
1	4/2/2025	2-51-00-065.00	Hazelwood Phase 2	Patio Home	47			19.75	0.18	Public	2	Final Subdivision Plats
2	4/4/2025	1-42-00-053.01	HAWTHORN RIDGE	Single Family	26			21.32	0.23	Public	5	Final Subdivision Plats
3	4/4/2025	6-11-00-300.25	CLEVELAND MEADOWS PHASE 5	Patio Home	87			20.64	0.52	Public	6	Final Subdivision Plats
4	4/8/2025	5-43-00-026.00	Benjamins Grove Phase 2A	Single Family	96			29.44	0.85	Public	4	Final Subdivision Plats
5	4/16/2025	6-30-00-051.00	Ravencrest Phase 2	Patio Home	58			19.67	0.32	Public	6	Final Subdivision Plats
6	4/24/2025	6-28-00-004.03	Pleasant Falls Phase 3	Patio Home	5			0.81		Public	6	Final Subdivision Plats
7	4/13/2025	4-32-00-041.06	COOPER LANDINGS	RV Park			50	4.42	1	Private	4	Major Land Development
8	4/14/2025	5-22-00-001.20	Upward Townhomes Phase 2	Townhomes			68	50.47	0.24	Public	6	Major Land Development
9	4/14/2025	7-10-05-008.01	Knights Landing and Azalea Apartments Master Plan	Apartments			430	20.32	0.32	Private	3	Major Land Development
10	4/16/2025	7-22-05-007.00	The Townes at Cotton Creek	Townhomes			171	0.69	0.37	Public	1	Major Land Development
11	4/7/2025	2-17-00-061.00	Cooley Springs Farm	Single Family	46			31.72	0.49	Public	2	Preliminary Subdivision Plat
12	4/10/2025	4-13-00-061.00	Haven Hills	Single Family	129			121.5	1.3	Public	6	Preliminary Subdivision Plat
13	4/15/2025	5-43-00-014.00	Benjamin's Grove II	Single Family	225			72.7	1.48	Public	4	Preliminary Subdivision Plat
14	4/22/2025	3-04-00-018.00	Claybank Farms	Single Family	32			46.65	0.38	Public	3	Preliminary Subdivision Plat
15	4/25/2025	6-35-00-004.00	Harborview Pointe	Single Family;Patio	98			39.11	0.62	Public	4	Preliminary Subdivision Plat
16	4/28/2025	1-26-00-001.01	Willowfern Acres	Single Family	35			32.37	0.39	Public	5	Preliminary Subdivision Plat
17	4/28/2025	1-26-00-001.02	Willowfern Farms	Single Family	89			67.8	0.95	Public	5	Preliminary Subdivision Plat
18	4/3/2025	2-36-00-053.05	Troika Estates	Duplex	3			1.42			2	Minor Subdivision Plat
19	4/15/2025	5-25-03-026.00	Briarcliff Rd Duplexes	Duplex	7			8.31			4	Minor Subdivision Plat
20	4/17/2025	6-06-00-034.80	Zee Hill	Single Family	8			5.53			5	Minor Subdivision Plat
21	4/21/2025	1-17-00-006.00	Berwin Estates	Single Family	4			12			2	Minor Subdivision Plat
22	4/23/2025	1-26-00-001.03	Ridge View Estates	Single Family	3			0.52			5	Minor Subdivision Plat
23	4/24/2025	1-36-00-049.03	Dorryl Acres	Single Family	3			4			5	Minor Subdivision Plat
24	4/30/2025	2-51-16-031.00	Parris Bridge Road	Duplex	2			1.08			3	Minor Subdivision Plat
25	4/4/2025	2-51-00-047.00	4th Street Flex Space					4.14		Private	2	Major Land Development
26	4/15/2025	6-12-00-131.02	FBM - Spartanburg					11.22	0.06	Private	1	Major Land Development
27	4/15/2025	7-14-00-059.00	PAR Grading and Hauling Class 1 Landfill					116.79			3	Major Land Development
28	4/1/2025	7-18-09-006.00	Bagwell Fence Company, Inc.					11.98			1	Minor Land Development
29	4/2/2025	2-29-00-028.03	Voltage Coffee					4.16			2	Minor Land Development
30	4/3/2025	7-17-14-058.00	BT Group LLC Mobile Office					0.67			1	Minor Land Development
31	4/4/2025	6-26-02-010.01	Southside Towing					0.349			6	Minor Land Development
32	4/10/2025	4-42-00-058.00	SC Propane Exchange LLC					0.94			4	Minor Land Development
33	4/15/2025	2-51-00-066.02	Zaxby's - Boiling Springs Rd					2.68			2	Minor Land Development
34	4/16/2025	2-56-04-033.00	M&T COMMERCIAL GROUP LLC - Medical Office					0.45			3	Minor Land Development
35	4/17/2025	1-01-00-004.00	Ridge and River Coffee Co					0.66			5	Minor Land Development
36	4/17/2025	7-17-10-071.01	Waterson Garage					0.6			1	Minor Land Development
37	4/18/2025	6-12-00-067.01	KATALINE REALTY CORP PARKING					5.86			1	Minor Land Development
38	4/22/2025	2-45-00-029.08	Contec Expansion					52.97			3	Minor Land Development
39	4/25/2025	1-44-01-008.04	Donald Collins Trust					0.32			5	Minor Land Development
40	4/29/2025	1-23-00-100.00	Maksim Metelskiy Building					1.13			2	Minor Land Development

41	4/29/2025	6-29-00-092.01	Walker Storage					0.3			6	Minor Land Development
42	4/30/2025	2-26-00-048.02	Mayo Retail Substation					16			3	Minor Land Development
43	4/10/2025	5-41-00-092.00	RCS Grading Shop Expansion					2.65			4	Zoning Permit
44	4/30/2025	5-29-00-095.08	iONNA Greer					0.83			4	Zoning Permit
		MONTHLY	**RESIDENTIAL**	**24**	**1,003**	**0**	**734**	**866.93**	**9.70**		**PROJECTS**	**WALK-IN CONSULT**
			COMMERCIAL	**20**						**MONTHLY**	**44**	**351**
		YTD	**RESIDENTIAL**	**90**	**3,832**	**0**	**1,155**	**3,448.65**	**29.43**	**YTD**	**174**	**1,528**
			COMMERCIAL	**84**								

Spartanburg County Administration

Memo

To: **Public Works, Buildings & Grounds Committee**
Honorable Manning Lynch, Chairman
Honorable David Britt, Member
Honorable Jessica Coker, Member

From: Cole Alverson
County Administrator

Date: May 9, 2025

Attached for your information are outlines of the activities of the Public Works Department for the past month.

If you should have any questions pertaining to this information prior to your meeting, please do not hesitate to call.

Attachment

SPARTANBURG COUNTY COUNCIL

Management Information Report

DEPARTMENT: Roads & Bridges **PERIOD: APRIL, 2025**

SERVICE OBJECTIVE: To maintain the county roads and bridges at acceptable levels ensuring the safety of the general public. To develop efficient and cost effective procedures to maximize maintenance of the road system.

PERFORMANCE HIGHLIGHTS

PERFORMANCE INDICATOR	CURRENT TOTALS	YEAR TO DATE
TONS OF ASPHALT USED	64	800
TONS OF STONE USED (Crusher Run, Rip Rap, Etc.)	154	2,927
MILES OF ROADS SCRAPED	1	70
MILES OF ROADS BUSHHOGGED	217	2,122
MILES OF DITCHES CLEARED	23	109
TOTAL FEET OF PIPE INSTALLED	13	397
TOTAL CITIZEN REQUESTS COMPLETED	130	1,377
NUMBER OF VEHICLE ACCIDENTS	1	12
NUMBER OF ON THE JOB INJURIES	0	9
NEW STREET SIGNS INSTALLED	44	525
NEW TRAFFIC SIGNS INSTALLED	207	1,815
NEW BRIDGE SIGNS INSTALLED	0	63
DAMAGED ROADWAY SIGNS INSTALLED	22	538
DAMAGED TRAFFIC SIGNS REPLACED	126	1,279
NUMBER OF DRIVEWAY PERMITS ISSUED	11	68
NUMER OF ENCROACHMENT PERMITS ISSUED	89	1,007
NUMBER OF ENCROACHMENT PERMITS INSPECTED	44	1,560
MILES OF ROADS ASPHALTED	3.76	15.14
NUMBER OF LARGE CULVERTS REPLACED	0	3
NUMBER OF BRIDGES BUILT	0	0

Bridge & Construction Crews are in the process of replacing a large culvert on Bagwell Farm Rd.

County Roadway Projects - Letting Schedule for 2025

	Advertise	Opening
Zion Hill/Sloans Grove Roundabout	4/24/2025	5/29/2025
Penny Tier 1 - Municipal Paving Package	5/6/2025	6/5/2025
Penny Tier 1 - Subdivisions - Group 1	5/13/2025	6/12/2025
Little Mountain Turn Lanes	5/20/2025	6/26/2025
Lewis Chapel Reclamation	6/3/2025	7/3/2025
Penny Tier 1 – N. Cleveland Park Dr. Culvert	6/17/2025	7/17/2025
4th St Corridor	6/24/2025	7/31/2025
Penny Tier 1 - Through Roads - Group 1	7/1/2025	8/7/2025
Tucapau at Berry Shoals Intersection	7/22/2025	8/21/2025
Penny Tier 1 - Through Roads - Group 2	8/5/2025	9/4/2025
Penny Tier 1 - Shirra Ct Culvert	8/19/2025	9/25/2025
Penny Tier 1 - Subdivision -Group 2	9/2/2025	10/2/2025
Belcher Road Reconstruction	9/23/2025	10/30/2025
Penny Tier 1 - Brockman McClimon Culvert	10/7/2025	11/13/2025
Davis Road Reclamation	10/28/2025	12/4/2025

Capital Penny SCDOT Asphalt Pavement Projects

- Hwy. 290
  - Reidville Rd. to N. Danzler Rd. is **Complete**
  - Construction costs of approximately $5M
  - Project completed under budget

- N. Daniel Morgan
  - N. Church St. to W. St. John St. is **Complete**
  - Construction costs of approximately $330,000
  - Project completed under budget

- W. Main St
  - Reidville Rd. to St. John St. is **Complete**
  - Est. cost is approximately $444,000
  - Est. construction costs are less than planned budgeted amount

- St. John St.
  - W. St. John St. to W. Main St. is **Complete**
  - Est. cost is approximately $43,000.
  - Est. construction costs are less than planned budgeted amount

- Second Half of Tier 1 SCDOT paving
  - Bid = $6.9M
  - Rogers Group is apparent low bidder
  - Est. construction costs are less than planned budgeted amount
  - Reidville Rd. from Hwy. 290 to E. Blackstock
  - E. Main St. from N. Converse St. to Hwy. 29.

- First half of Tier 2 SCDOT paving scheduled to be bid in Fall of 2025

Capital Penny County/Municipal Resurfacing

- Sweetwater Hills
    - Roger's Group apparent low bidder = $2.94M
    - Scheduled to begin late summer/early fall 2025

- County Tier 1 projects to bid over the course of the summer 2025
    - Construction likely to start in 2026
    - Group 1 subdivision – bid letting 6/12/2025
    - Group 1 through roads – bid letting 8/7/2025
    - Group 2 through roads – bid letting 9/4/2025
    - Group 2 subdivision – bid letting 10/2/2025

- Municipal Tier 1 – bid letting is 6/5/2025
    - Greer = $1M (includes $500k from CTC)
    - Woodruff = $644k (includes $322k from CTC)
    - Reidville = $360k (includes $184k from CTC)
    - City of Spartanburg = $1.5M (city will manage/bid own projects)

Capital Penny Bridge Replacement Program

- Tier 2 Projects
    - Frey's Drive bridge design is complete
        - ROW acquisition is underway.
        - Will be ready for bid in late 2025/early 2026
    - Alverson Rd. bridge design is 80% complete.
        - Will be ready for bid in early 2026.

- Tiers 3 and 4 are currently in design
    - Grand Canyon Rd., Calvary Rd., Settle Rd., Landrum Mills Rd.

- Tiers 5 and 6 to be assigned to design consultant in summer/fall of 2025

Capital Penny Intersection Improvements

- Zion Hill/Sloans Grove is out for bid w/ bid opening May 29, 2025
    - Tier 1 project

- Remaining thirteen (13) intersections are in design phase
    - All currently on-schedule for construction in Tier presented on referendum

Capital Penny Corridor Improvements

- All seven (7) corridors in design phase
    - All currently on-schedule for construction in Tiers 5 and 6

Capital Penny Stormwater Projects

- Tier 1 projects to be bid during summer of 2025
    - Construction likely to start in late 2025 through early 2026
    - N. Cleveland Park – bid letting 7/172025
    - Shirra Ct. – bid letting 9/25/2025

- Brockman McClimon – bid letting 11/13/25
- Ballenger – out for bid
- Caulder Ave. – to be managed by City of Spartanburg

Penny Safety and Other Improvements

- Penny Tier 1 striping projects
  - $244,000 - Peek Pavement Markings, LLC.
  - Projects are complete

- Penny guardrail projects
  - $568,825.09 - Bagwell Fencing
  - Installation is underway

Projects Under Construction

- Seay Rd. reconstruction from Hwy. 9 to Hanging Rock
  - $6.5M project – Reeves Construction
  - Includes roundabout at Clark Rd.
  - Anticipated completion is summer of 2025

- Fairforest Rd. - Reeves Construction
  - From Old Fish Camp Rd. to Asheville Hwy

- Ballenger Road – Reeves Construction
  - From Little Mtn. Rd. to Hwy. 176

- Municipal Resurfacing – Bird Paving
  - Various roadways in Landrum, Woodruff, Inman, Cowpens, Reidville, Lyman, Pacolet, Greer, Duncan, and Wellford

- Bryant Rd. at Flatwood roundabout
  - $1.8M – Palmetto Group Contracting, Inc.
  - Anticipated completion = mid June 2025

Awarded Projects – Construction to Begin Spring/Summer of 2025

- County Resurfacing
  - Bagwell Farms – King Asphalt
  - Victor Hill Rd. - $1.8M, King Asphalt

- Clark at Bishop Rd. roundabout
  - $1.5M - Palmetto Group Contracting, Inc.
  - Construction scheduled to begin late summer 2025

- W. Cleveland at Fairforest intersection realignment
  - $988,095. Palmetto Group Contracting, Inc.

- Bryant Rd. reconstruction from Old Furnace to I-85
  - $4.2M – King Asphalt

- Roundabout at Old John Dodd and Belcher Rd.
  - $1.39M - S&S construction
  - Anticipated construction start date is mid-May 2025

Non-Penny Projects Currently In Design and/or ROW Acquisition

- Hanging Rock Rd. reconstruction
    - Anticipated construction costs of over $7M

- Lightwood Knot Rd. reconstruction & intersection improvements w/ Reidville Sharon and Hwy. 417
    - Anticipated construction costs of over $14M

- Frey's Drive intersection improvement with Nazareth Church Rd.
    - Anticipated construction costs of over $1.5M

SCIIP Grant

- Hickory Hill
    - $586,216 - construction complete

- Old John Dodd, Cardinal, Dixon, Center
    - $1,130,279 - awarded to Raby
    - Cardinal is under construction

- Hatchett
    - $831,660 - awarded to Martin & Sons
    - Project is under construction

- Old Bear Creek, Trammel, Spencer
    - $2M – awarded to Kwest

- Bill Lattimore, Pine Hill
    - Out for bid
    - Bid opening is 6/5/25

- Bennett Dairy
    - Design complete
    - Anticipated bid letting this summer/early fall

ARPA Funding for Stormwater

- Woodwind culvert liner
    - $61,604 - construction is complete

- Shoreham Ln., Shoreham Dr. and Valley High culvert replacements
    - $295,059.30 – construction is complete

- Ferndale culvert replacement
    - $527,621.13 - awarded to Raby Construction

- Hidden Lake Circle materials
    - $479,579.20 for materials.
    - Construction scheduled for summer 2025

SS4A Grant

- $20M in total

- Grant agreement is currently being reviewed by FHWA.
- Completed in three (3) Phases
  - Pre-Nepa
    - Survey, traffic analysis, Environmental Assessment on N. Pine/Asheville Hwy.
    - Identify spot safety improvements and perform pre-NEPA
    - Educational Campaign
  - Phase I
    - Final design, ROW acquisition, and utility relocation on N. Pine/Asheville Hwy.
  - Phase 2
    - Construction along N. Pine/Asheville Hwy.

Recently completed CTC projects

- Apple Valley at Berry Shoals Roundabout – Over $2.6M
- Brown Rd. at US-176 RIRO/Concrete Median Installation - $150k

CTC Projects Currently in Design

- New Cut Rd. and Mt. Zion intersection improvement
- New Cut Rd. and Blackstock Rd. intersection improvement
- Upper Valley Falls and Springfield Rd. roundabout
- Duncan Reidville at Berry Shoals roundabout
- Berry Shoals at Tucapau Rd. (realignment w/ signal)
- Turn lanes along Little Mtn. Rd. (adjacent to Wellford Landfill)

CTC 2025 Outlook

- $7.9M for DOT resurfacing approved.
  - Peachtree Rd. from Highway 11 to NC state line
  - Old Bethel Rd. from Lightwood Knott to Reidville Rd.
  - Jordan Rd. from Hwy. 357 to Greenville Co. Line
- $1.5M for municipal paving to match capital penny dollars
  - City of Spartanburg, Woodruff, Reidville, and Greer areas

Workforce development

- SCC implementing a heavy equipment training course in 2025
  - Utilizing equipment donations from county.
- County internship program framework is in place for summer of 2025.

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (AERO PARK) BY AND BETWEEN SPARTANBURG COUNTY AND CHEROKEE COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN SPARTANBURG COUNTY AND CHEROKEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Spartanburg County, South Carolina ("Spartanburg County") and Cherokee County, South Carolina ("Cherokee County," and Spartanburg County and Cherokee County, collectively, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Spartanburg County proposes to enter into an agreement with Cherokee County to develop jointly an industrial and business park within Spartanburg County and Cherokee County, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Act");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF SPARTANBURG COUNTY:

Section 1. Spartanburg County is hereby authorized to jointly develop an industrial and business park (the "Park") with Cherokee County, with the consent of any applicable municipality (to the extent required by the Act).

Section 2. Spartanburg County will enter into a written agreement to develop the Park jointly with Cherokee County in substantially the form attached hereto as Exhibit A, which is incorporated herein by reference (the "Park Agreement"). By enactment of this Ordinance, the Spartanburg County Council hereby approves the Park Agreement and all of its terms, provisions and conditions. The Spartanburg County Administrator is hereby authorized to execute the Park Agreement on behalf of Spartanburg County, with such changes as he shall deem, upon advice of counsel, necessary or desirable and which do not materially alter the agreements set forth therein.

Section 3. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Spartanburg County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Spartanburg County. The portion of such fee allocated pursuant to the Park Agreement to Cherokee County shall be thereafter paid by the Treasurer of Spartanburg County to the Treasurer of Cherokee County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Cherokee County. With respect to properties located in the Cherokee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Cherokee County. The portion of such fee allocated pursuant to the Park Agreement to Spartanburg County

shall thereafter be paid by the Treasurer of Cherokee County to the Treasurer of Spartanburg County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Spartanburg County.

Section 4. The ordinances and regulations of Spartanburg County concerning zoning, health and safety, and building code requirements apply to the Park properties in Spartanburg County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Cherokee County concerning zoning, health and safety, and building code requirements apply to the Park properties in Cherokee County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply.

Section 5. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Spartanburg County is vested with the Spartanburg County Sherriff's Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Cherokee County is vested with the Cherokee County Sheriff's Department. If any of the Park properties located in either Spartanburg County or Cherokee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. The revenues generated from industries or businesses to be retained by Spartanburg County pursuant to the Park Agreement shall be distributed within Spartanburg County by Spartanburg County in accordance with ordinances passed by Spartanburg County from time to time. All political subdivisions in Spartanburg County not listed by such ordinances as receiving such revenues shall receive zero percent (0%) of such revenues. Notwithstanding the foregoing or anything herein to the contrary: (i) all taxing entities which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties, (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) Spartanburg County may, by ordinance, amend the distribution of the fee in lieu of tax payments to all taxing entities.

Section 7. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Spartanburg County Code of Ordinances or other Spartanburg County ordinances or resolutions, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

Section 8. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 9. This Ordinance is effective upon third reading.

[signature page follows]

ENACTED in meeting duly assembled this ___ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Deborah C. Ziegler
Clerk to Spartanburg County Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Exhibit A

Form of Park Agreement

[see attached]

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF CHEROKEE	)	JOINT COUNTY INDUSTRIAL AND
	)	BUSINESS PARK (AERO PARK)
COUNTY OF SPARTANBURG	)	

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Cherokee County, South Carolina ("Cherokee County") and Spartanburg County, South Carolina ("Spartanburg County"), dated as of [●], 2025, is made and entered into by and between Cherokee County and Spartanburg County (collectively, the "Counties"), both political subdivisions of the State of South Carolina, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended (collectively, the "Act").

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities, and to increase the tax bases of the Counties, there should be established a Joint County Industrial and Business Park (Aero Park) in the Counties, which pursuant to Ordinance No. [●] enacted by Cherokee County Council on [●], 2025 and Ordinance No. [●], enacted by Spartanburg County Council on [●], 2025 (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended, satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) As of the date of this Agreement, the Park consists of property located in Cherokee County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A related to property located in Spartanburg County or Cherokee County which shall contain a legal description of the properties located in the Park, within Spartanburg County or Cherokee County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Spartanburg County Council and Cherokee County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Spartanburg County Council and by Cherokee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Spartanburg County Council and by Cherokee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Spartanburg County and Cherokee County, respectively, at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code ("Non-Qualifying Site"), the County in which the property is located ("Host County") may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Spartanburg County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

If property is located in Spartanburg County:

A.	Spartanburg County	100%
B.	Cherokee County	0%

If property is located in Cherokee County:

A.	Spartanburg County	0%
B.	Cherokee County	100%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

If property is located in Spartanburg County:

A.	Spartanburg County	99%
B.	Cherokee County	1%

Any payment by Spartanburg County to Cherokee County of its allocable share of the fees-in-lieu of taxes from the Park as set forth above shall be made not later than fifteen (15) business days after the end of the calendar quarter in which Spartanburg County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Spartanburg County shall not be obligated to pay to Cherokee County more than Cherokee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

If property is located in Cherokee County:

A.	Spartanburg County	1%
B.	Cherokee County	99%

Any payment by Cherokee County to Spartanburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) business days after the end of the calendar quarter in which Cherokee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Cherokee County shall not be obligated to pay to Spartanburg County more than Spartanburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.**

(A) Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Spartanburg County and Cherokee County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

(B) Revenues allocable to Spartanburg County by way of fees in lieu of ad valorem taxes generated from properties located in the Cherokee County portion of the Park shall be distributed

solely to Spartanburg County. Revenues allocable to Cherokee County by way of fees in lieu of ad valorem taxes generated from properties located in the Spartanburg County portion of the Park shall be distributed solely to Cherokee County.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Spartanburg County or Cherokee County into any one or more negotiated fee-in-lieu of tax agreements or infrastructure (special source revenue credit) agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Spartanburg County and Cherokee County, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in either of the Counties pursuant to Section 59-20-20(3), Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Spartanburg County and Cherokee County and to each of the taxing entities within the Counties shall be identical to the percentage established for the allocation of revenue received and retained by the Counties and by each of the participating taxing entities therein pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Spartanburg County or Cherokee County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Ordinance and Law Enforcement Jurisdiction.** The ordinances of Spartanburg County and Cherokee County, and any applicable municipality, concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Spartanburg County and Cherokee County. Furthermore, the Sherriff's Departments of Spartanburg County and Cherokee County as well as any police department of any applicable municipality will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Spartanburg County and Cherokee County.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

13. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

14. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Spartanburg County and Cherokee County agree that this Agreement may not be terminated by either party prior to December 31, 2060.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals as of this ___ day of _____, 2025.

CHEROKEE COUNTY, SOUTH CAROLINA

By: _____
Marvin Bishop
County Administrator
Cherokee County, South Carolina

(SEAL)

ATTEST:

_____
Doris F. Pearson, Master Clerk to Council
Cherokee County, South Carolina

WITNESS our hands and seals as of this ___ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____

B. Cole Alverson
County Administrator
Spartanburg County, South Carolina

(SEAL)

ATTEST:

_____

Clerk to County Council
Spartanburg County, South Carolina

Exhibit A

Cherokee County Property Description

Tax Map Number: 081-00-00-023.012
Also known as: 330 Huntington Rd, Gaffney, SC

Exhibit B

Spartanburg County Property Description

None as of [●], 2025

AN ORDINANCE

AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK BY AND BETWEEN SPARTANBURG COUNTY AND CHEROKEE COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN SPARTANBURG COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL PARK, AND OTHER MATTERS RELATING THERETO. (SACRED MOUNTAIN, LLC AND 1017 FLORIDA, LLC)

WHEREAS, Spartanburg County, South Carolina ("Spartanburg County") and Cherokee County, South Carolina ("Cherokee County" and together with Spartanburg County, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties agreed to so jointly develop an industrial and business park (the "Park") through the delivery by the parties of an Agreement for Development for Joint County Industrial Park dated as of April 20, 2009, as amended (collectively, the "Park Agreement");

WHEREAS, the Park Agreement, by its terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of Spartanburg County and Cherokee County; and

WHEREAS, in connection with certain incentives being offered by Spartanburg County, the Counties now desire to amend the Park Agreement to expand the Park to include certain parcels in Spartanburg County as additional parcels in the Park;

NOW, THEREFORE, BE IT ORDAINED BY THE SPARTANBURG COUNTY COUNCIL:

SECTION 1: It is hereby determined that the Park Agreement is hereby amended for purposes of expanding the Park premises located in Spartanburg County to include the property described in Schedule I attached hereto (the "Property"). Accordingly, upon enactment of a corresponding ordinance of approval by Cherokee County Council, Exhibit A to the Park Agreement shall hereby be deemed amended, without further action by the Counties, to include the Property.

SECTION 2: This Ordinance shall be effective upon third reading approval.

ENACTED this 16th day of June, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

_____
Spartanburg County Administrator

Attest:

_____
Clerk to County Council

1st Reading: April 21, 2025
2nd Reading: May 19, 2025
3rd Reading: June 16, 2025

Public Hearing: May 19, 2025

SCHEDULE I

Addition to Exhibit A
to Agreement for Development for Joint County Industrial Park
dated as of April 20, 2009, as amended,
between Spartanburg County and Cherokee County

Sacred Mountain, LLC

4-18-00-066.00

All those certain pieces, parcels, or lots of land located off S.C. Highway 101, Woodruff, Spartanburg County, South Carolina, being shown and designated as 59.76 acres, more or less, on a Combination Survey for Palmetto Corp and Surveying Division, dated December 21, 2021, and recorded in Plat Book 182, page 277, Register of Deeds for Spartanburg County, South Carolina. For a more particular description reference is hereby made to the said plat and the record thereof.

1017 Florida, LLC

7-108-09-086.00

All that certain piece parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as 9.18 acres, more or less, as shown on a recombination survey for 1017 Florida Ave, LLC dated 5/13/22 and recorded in 5/24/22 in Plat Book 181, page 489, Spartanburg County Records.

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk of the County Council of Spartanburg County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of the Ordinance duly enacted at a meeting of said County Council held on April 21, 2025, May 19, 2025, and June 16, 2025, at which meetings a quorum was at all times present.

WITNESS MY HAND this 16th day of June, 2025.

_____

Clerk to County Council of
Spartanburg County, South Carolina

BUDGET ORDINANCE NO. O-25-xx

A BUDGET ORDINANCE RELATING TO THE FISCAL AFFAIRS OF SPARTANBURG COUNTY MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026; TO PROVIDE FOR BUDGET CONTROL OF SAID APPROPRIATION BY THE SPARTANBURG COUNTY COUNCIL.

Part I
Operation of County Government

SECTION 1: GENERAL
The fiscal year 2025-26 County Budget for Spartanburg County, South Carolina, a copy of which is attached hereto and incorporated herein by reference, is hereby adopted.

SECTION 2: COUNTYWIDE TAX LEVY
The County Auditor shall levy an ad valorem tax on all the taxable property in Spartanburg County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

	FY26 Millage
County AA	45.8
Animal Control	2.0
Development Standards	0.6
Fire Marshal	0.3
Total General Fund	**48.7**
Countywide Fire	0.5
Storm Water Management	0.9

Provided, however, that the County Auditor shall reduce the levy as to all property within the corporate limits of the City of Spartanburg and the City of Greer an amount equal to the levy for Animal Control Services (2.0 mils). Such reduction shall relieve the taxpayers of these cities from support of this service since these cities make appropriations to support Animal Control Services. This section is adopted pursuant to Section 4-9-30 (5), Code of Laws South Carolina, 1976, which empowers County Council to tax different areas at different rates related to the nature and level of services provided, County Council having found that the nature and level of this service warrants such a different rate.

Provided further, that the County Auditor shall reduce the levy as to all property within the corporate limits of all incorporated municipalities within the County an amount equal to the levy for Development Standards (0.6 mils). Since this service was not being rendered by the County on March 7, 1973, such reduction shall relieve the taxpayers of these

municipalities for support of this service recognizing that these municipalities make appropriations to provide land use administration. This section is adopted pursuant to Section 4-9-30 (5), Code of Laws South Carolina, 1976, which empowers County Council to tax different areas of the County at different rates related to the nature and level of service provided, the County Council having found that the nature and level of this service warrants such a different rate.

Provided further, that the County Auditor shall reduce the levy as to all property within the corporate limits of all incorporated municipalities within the County an amount equal to the levy for Fire Marshal (0.3 mils). Such reduction shall relieve the taxpayers of these municipalities for support of this service recognizing that these municipalities make appropriations to provide fire marshal services. This section is adopted pursuant to Section 4-9-30 (5), Code of Laws South Carolina, 1976, which empowers County Council to tax different areas of the County at different rates related to the nature and level of service provided, the County Council having found that the nature and level of this service warrants such a different rate.

Provided further, that the County Auditor shall not levy the .9 mils for Storm Water Management on all property within the corporate limits of the City of Spartanburg and the City of Greer. Such reduction shall relieve the taxpayers of these cities from support of this service since these make appropriations to support storm water management services. This section is adopted pursuant to Section 4-9-30 (5), Code of Laws South Carolina, 1976, which empowers the County Council to tax different areas of the County at different rates related to the nature and level or service provided, the County Council having found that the nature and level of this service warrants such a different rate.

SECTION 3: DEBT SERVICE TAX LEVY

The County Auditor shall levy an ad valorem tax on all the taxable property in Spartanburg County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, for the retirement of County debt and capital lease/purchase payments as stated below:

	FY26 Millage
Debt Service	6.3

SECTION 4: SPECIAL PURPOSE TAX LEVY

The County Auditor shall levy a Special Purpose Tax on all taxable property in Spartanburg County for County purposes for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

	FY26 Millage
Spartanburg Community College	5.8
Charles Lea Center	1.2
County Library	9.7

SECTION 5: PARKS LEVY

The County Auditor shall levy an ad valorem tax on all unincorporated taxable property and, where incorporated property has through agreement with duly elected municipal representatives been authorized for taxation, for Parks and Recreation purposes for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

	FY26 Millage
Parks Fund	4.4

SECTION 6: TRINITY FIRE DEPARTMENT TAX DISTRICT LEVY

The County Auditor shall levy an ad valorem tax on all taxable property within the following Trinity Fire Department Tax District for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

	FY26 Millage
Trinity Fire Department	29.1

SECTION 7: FIRE SERVICE AREAS TAX LEVY

The County Auditor shall levy an ad valorem tax on all taxable property within the following Fire Service Areas for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

	FY26 Millage		FY26 Millage
Campobello	22.7	Inman Community	20.8
Chesnee Community	17.2	Inman Town	3.4
Cooley Springs	20.3	Poplar Springs	19.2
Cowpens	28.2	Tyger River	25.0
Draper	10.2	Una	23.7
Duncan (operating only)	13.9		
East Greer	36.8		

The Duncan FSA debt levy shall be set at a level to generate sufficient revenues to meet the annual debt service obligations, debt cash flow requirements, and to correct any prior year shortfalls.

SECTION 8: SPECIAL TAX DISTRICTS LEVY

The County Auditor shall levy an ad valorem tax on all taxable property within the following Special Tax Districts for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as stated below:

Special Tax Districts	FY26 Millage
Lakewood Hills	6.9
Twin Lakes	14.3

SECTION 9: APPROPRIATIONS

All of the appropriations in this Ordinance shall be disbursed in accordance with the Annual Budget Document adopted by the Spartanburg County Council. There is hereby appropriated from the General Fund and other Funds of Spartanburg County the following amounts of money for the following respective corporate purposes of Spartanburg County for and during the period beginning July 1, 2025, and ending June 30, 2026, to wit:

REVENUES:

Fund Source	Revenue	FY 26 Budget
General Fund:		
100	Taxes - Current	$ 113,315,056
100	Delinquent Taxes	3,602,205
100	Permits	4,351,500
100	Fines	1,985,000
100	Fees and Costs	7,964,000
100	Intergovernmental - Federal Sources	915,500
100	Intergovernmental - State Sources	18,620,584
100	Intergovernmental - Local Sources	2,529,252
100	Interest Income	7,682,398
100	Miscellaneous	1,338,605
100	Fund Balances	13,375,900
	Total, General Fund	**175,680,000**
Hospitality Tax Fund:		
201	Taxes-Current	8,424,478
201	Interest Income	15,000
201	Fund Balances	(688,478)
	Total, Hospitality Tax Fund	**7,751,000**
Storm Water Management Fund:		
211	Taxes-Current	1,805,470
211	Delinquent Taxes	30,000
211	Permits	415,193
211	Intergovernmental - State Sources	2,500
211	Interest Income	15,000
211	Fund Balances	88,837
	Total, Storm Water Management Fund	**2,357,000**
Solid Waste Management Fund:		
220	Fees	19,245,278
220	Intergovernmental - State Sources	145,000
220	Interest Income	15,000
220	Miscellaneous	577,500
220	Fund Balances	(2,435,778)
	Total, Solid Waste Management Fund	**17,547,000**
Methane Fund:		
221	Fees & Cost	200,000
221	Fund Balances	175,000
	Total, Methane Fund	**375,000**

Detention Fund:

235	Fees & Cost	852,000
235	Intergovernmental - Federal Sources	1,430,000
235	Intergovernmental - Local Sources	40,000
235	Miscellaneous	350,500
235	Fund Balances	616,626
235	Transfers In	22,074,874
	Total, Detention Fund	**25,364,000**

911 Phone System Fund:

236	Fees	305,000
236	Intergovernmental - State Sources	1,683,952
236	Fund Balances	57,048
	Total, 911 Phone System Fund	**2,046,000**

Victim Assistance Fund:

237	Fines	445,073
237	Transfers In	320,927
	Total, Victim Assistance Fund	**766,000**

Fire Department Fund

238	Taxes - Current	2,290,612
238	Delinquent Taxes	50,000
238	Fees	5,000
238	Miscellaneous	5,000
238	Fund Balances	110,888
238	Transfers In	57,500
	Total, Fire Department Fund	**2,519,000**

Public Defender 7th Circuit Fund:

245	Intergovernmental - State Sources	2,465,610
245	Intergovernmental - Local Sources	332,000
245	Miscellaneous	10,000
245	Fund Balances	350,339
245	Transfers In	1,375,051
	Total, Public Defender 7th Circuit Fund	**4,533,000**

Pet Resource Center

246	Transfers In	2,129,000
	Total, Pet Resource Center	**2,129,000**

Special Revenue Fund:

250	Taxes-Current	700,030
250	Fees	325,250
250	Intergovernmental - Federal Sources	1,376,352
250	Intergovernmental - State Sources	10,584,311
250	Intergovernmental - Local Sources	3,622,992
250	Fund Balances	753,639
250	Transfers In	869,426
	Total, Special Revenue Fund	**18,232,000**

Upstate Workforce Board:

251	Intergovernmental - Federal Sources	2,138,081
	Total, Upstate Workforce Board	**2,138,081**

Community Development Fund:

253	Intergovernmental - Federal Sources	1,994,600
253	Transfers In	225,000
	Total, Community Development Fund	**2,219,600**

Opioid Fund:

256	Fund Balances	330,000
	Total, Opioid Fund	**330,000**

Fleet Services Fund:

500	410	Fleet Services	2,198,060
500	411	Motor Pool Costs	72,940
		Fleet Services Allocation	(2,271,000)
		Total, Fleet Services Fund	**-**

Facilities Maintenance Fund:

501	Charges for Services	5,645,000
501	Fund Balances	100,000
	Offset	(5,745,000)
	Total, Facilities Maintenance Fund	**-**

Information Technologies Fund:

505	Charges for Services	7,018,000
	Offset	(7,018,000)
	Total, Information Technologies Fund	**-**

Insurance Fund:

510	Charges for Services	15,675,674
510	Miscellaneous	12,000
510	Fund Balances	973,451
510	Transfers In	124,875
	Offset	(16,786,000)
	Total, Insurance Fund	**-**

Debt Service Fund:

400	Taxes - Current	14,408,416
400	Delinquent Taxes	200,000
400	Intergovernmental - State	15,000
400	Fund Balances	(107,142)
400	Transfers In	2,414,726
	Total, Debt Service Fund	**16,931,000**

Spartanburg Parks Fund

200	Taxes-Current	8,735,034
200	Delinquent Taxes	150,000
200	Fees	956,500
200	Intergovernmental - State Sources	15,000
200	Interest Income	25,000
200	Miscellaneous	605,799
200	Fund Balances	587,667
200	Transfers In	2,000,000
	Total, Spartanburg Parks Fund	**13,075,000**

295	**Spartanburg Community College**	**13,794,000**
296	**Charles Lea Center**	**2,800,000**
297	**County Library**	**23,155,000**
	Total, All County Funds	**333,741,681**

EXPENDITURES:

General Fund:

100	000	Non-Departmental	18,127,769
100	100	County Administration	998,749
100	101	County Council	602,213
100	102	Legislative Delegation	84,351
100	150	Auditor	1,725,411
100	151	Assessor	3,033,753
100	152	Register of Deeds	1,026,495
100	153	Treasurer	1,561,723
100	154	Tax Collector	1,164,556
100	200	Animal Services Program	250,000
100	201	Environmental Enforcement	2,032,050
100	202	Communications	7,398,601
100	203	Coroner	2,609,837
100	204	Sheriff's Office	37,246,146
100	207	Emergency Medical Services	5,584,409
100	209	Rescue Squads	33,000
100	211	Fire Prevention and Protection	1,127,144
100	212	Emergency Services	1,538,972
100	250	Circuit Solicitor	7,872,841
100	255	Clerk of Court	3,283,580
100	256	Magisterial Court	4,675,052
100	257	Master-in-Equity	652,653
100	258	Probate Court	2,523,701
100	300	Roads & Bridges	7,412,821
100	306	Transportation	508,353
100	350	Building Codes	2,025,381
100	351	Planning and Development	1,688,814
100	352	Economic Development	26,901
100	400	Mail Services	960,172
100	401	Records Management	467,901
100	403	Geographic Information Services	729,198
100	406	Internal Auditor	364,258
100	408	County Attorney	740,466
100	409	Human Resources	930,392
100	420	Financial Services	1,675,570
100	450	Outside Agencies	2,467,560
100	451	Indigent Care Services	594,140
100	452	Registration and Elections	1,695,090
100	453	Veterans Affairs	550,224
100	600	Transfers	47,689,753
		Total, General Fund	**175,680,000**

Hospitality Tax Fund:

201	420	Financial Services	188,850
201	450	Outside Agencies	851,150
201	600	Transfers	6,711,000
		Total, Hospitality Tax Fund	**7,751,000**

Storm Water Management Fund:

211	302	Engineering	2,007,000
211	600	Transfers	350,000
		Total, Storm Water Mgmt Fund	**2,357,000**

Solid Waste Management Fund:

220	201	Environmental Enforcement	799,609
220	303	Solid Waste Administration	2,149,348
220	304	Solid Waste Collection	3,980,021
220	305	Landfills	4,717,822
220	600	Transfers	5,900,200
		Total, Solid Waste Fund	**17,547,000**

Methane Fund:

221	305	Landfills	375,000
		Total, Methane Fund	**375,000**

Detention Fund:

235	205	Detention Facility	24,859,500
235	600	Transfers	504,500
		Total, Detention Fund	**25,364,000**

911 Phone System Fund:

236	202	Communications	1,901,297
236	403	Geographic Information Services	88,203
236	600	Transfers	56,500
		Total, 911 Phone System Fund	**2,046,000**

Victim Assistance Fund:

237	204	Sheriff	337,070
237	253	Victim Witness Program	297,930
237	450	Outside Agencies	131,000
		Total, Victim Assistance Fund	**766,000**

Fire Department Fund:

238	211	Trinity Fire Department	2,266,974
238	600	Transfers	252,026
		Total, Fire Department Fund	**2,519,000**

Public Defender 7th Circuit:

245	259	Public Defender Cherokee	835,990
245	260	Public Defender Spartanburg	3,697,010
		Total, Public Defender 7th Circuit Fund	**4,533,000**

Pet Resource Center:			
246	260	Pet Resource Center	2,129,000
		Total, Pet Resource Center Fund	**2,129,000**
Special Revenue Fund:			
250	000	Non-Departmental	1,875,030
250	203	Coroner	117,103
250	204	Sheriff	6,099,149
250	212	Emergency Services	200,000
250	250	Circuit Solicitor	598,919
250	251	Pretrial - Adult	617,654
250	252	Pretrial - Juvenile	67,734
250	253	Victim Witness Program	66,283
250	254	Juvenile Arbitration	103,654
250	255	Clerk of Court	50,640
250	301	C Funds	7,401,710
250	351	Planning & Development	916,149
250	450	Outside Agencies	117,975
		Total, Special Revenue Fund	**18,232,000**
Upstate Workforce Board:			
251	455	Upstate Workforce Board	2,138,081
		Total, Upstate Workforce Board Fund	**2,138,081**
Community Development:			
253	456	Community Development	2,219,600
		Total, Community Development Fund	**2,219,600**
Opioid Fund:			
256	205	Opioid	330,000
		Total, Opioid Fund	**330,000**
Debt Service Fund:			
400	000	Non-Departmental	14,655,400
400	303	Solid Waste Revenue Bond	1,064,600
400	500	COPS Tourism	1,211,000
		Total, Debt Service Fund	**16,931,000**
Fleet Services Fund:			
500	410	Fleet Services	2,198,060
500	411	Motor Pool Costs	72,940
		Fleet Services Allocation	(2,271,000)
		Total, Fleet Services Fund	**-**
Facilities Maintenance:			
501	412	Facilities Maintenance	5,745,000
		Facilities Maintenance Allocation	(5,745,000)
		Total, Facilities Maintenance Fund	**-**

Information Technologies Fund:			
505	402	Information Technologies	7,018,000
		Information Technologies Allocation	(7,018,000)
		Total, Information Technologies Fund	**-**
Insurance Fund:			
510	413	Active Employees	12,439,000
510	414	Retirees	3,402,500
510	415	Employee Wellness	569,881
510	416	Risk Management	374,619
		Insurance Fund Allocation	(16,786,000)
		Total, Insurance Fund	-
Spartanburg Parks Fund:			
200	500	Parks Administration	1,662,371
200	501	Parks Maintenance	4,377,930
200	502	Parks Operations	1,459,983
200	503	Senior Programs	544,521
200	504	Recreation Centers	2,029,695
200	600	Transfers	3,000,500
		Total, Spartanburg Parks Fund	**13,075,000**
Special Purpose Levy: (All taxable property)			
295		**Spartanburg Community College Fund**	**13,794,000**
296		**Charles Lea Center Fund**	**2,800,000**
297		**County Library Fund**	**23,155,000**
		Total, All County Funds	**333,741,681**

SECTION 10: BUDGETARY CONTROL

Departments and/or other organizations are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or designated representative, is hereby authorized to effect transfers between line-item accounts within a department or non-departmental, between departments or non-departmental, and to establish new accounts as necessary to achieve the goals of this budget and for the purpose of providing continuing County services approved by County Council in the Budget Ordinance.

Transfers between funds may be authorized by County Council upon passage of a budgetary amendment resolution. All appropriations are conditional and proportionate and are subject to be changed by County Council upon passage of a budgetary amendment resolution.

SECTION 11: CARRYOVERS

The County Administrator is authorized to carry forward unexpended funds in accounts existing at the end of June 30, 2025, to complete the purpose of the original appropriation approved by County Council for the previous budget year upon passage of a budget amendment resolution by County Council.

Further, funds sufficient to cover all fiscal year 2024/25 budget items encumbered by purchase order but unpaid at the close of the fiscal year shall be carried forward from the fiscal year 2024/25 budget to the succeeding budget to meet such lawful obligations of the County. Unencumbered appropriations shall remain in the respective funds as available reserves.

SECTION 12: NEW GRANTS
Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenue funds. The specific grant provisions shall direct the manner of expenditure of these funds.

SECTION 13: OTHER MISCELLANEOUS RECEIPTS
With the exception of insurance and similar revenues, revenues other than those originally budgeted must be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, and special events. These funds maybe be appropriated for any costs, overruns, or new projects upon approval of County Council

SECTION 14: COUNTY COUNCIL CONTINGENCY
The County Administrator shall be authorized to expend up to $10,000 (ten thousand dollars) from the County Council Contingency Account as a supplemental appropriation for a special purpose not anticipated when the original budget appropriation was approved.

PART II
Permanent Provisions

SECTION 1: LANDFILL FEE
In accordance with Spartanburg County Code Section 66-5 and 66-6 the annual Landfill Residential Service Charge on residential properties shall be eighty-four dollars ($84.00).

SECTION 2: TIPPING FEE
In accordance with Spartanburg County Code Section 66-7 and 66-8 the service charges/handling fees to be collected at landfill locations from industrial, commercial, and municipal haulers shall be thirty-five dollars ($35.00) per ton.

SECTION 3: WIRE LINE SURCHARGE
In accordance with State statute the monthly wire line surcharge shall be $0.50.

SECTION 4: MILEAGE AND MEAL REIMBURSEMENT
The mileage reimbursement rate paid to County employees using their personal vehicles for approved travel shall be the same as established by the Internal Revenue Service. Employees will be reimbursed on a per diem basis for meals when traveling for approved County related matters. The per diem rates shall be the same as the federal General Services Administration (GSA) schedule.

PART III
Enacting Provisions

SECTION 1: SEVERABILITY
If any section or item or any part of this Ordinance shall be declared invalid, it shall not be construed to affect the validity of any other section or item hereof.

SECTION 2: EFFECTIVE DATE
All provisions of Part 1 of this Ordinance shall take effect on the 1st day of July, 2025.

SPARTANBURG COUNTY COUNCIL

By:_____
A. Manning Lynch, Chairman

ATTEST:

_____
B. Cole Alverson
County Administrator

First Reading: May 14, 2025
Second Reading: May 19, 2025
Public Hearing: May 19, 2025
Third Reading: June 16, 2025

LEGAL COMPLIANCE

I hereby certify that, in my opinion, the proposed budget does not exceed anticipated revenues for Fiscal Year 2025/26, and is in full compliance with Section 4-9-140, 1976 South Carolina Code of Laws, as amended.

_____
B. Cole Alverson
County Administrator

BUDGET ORDINANCE

A BUDGET ORDINANCE TO ESTABLISH CAPITAL PROJECT BUDGETS FOR THE FY 2026 BUDGET YEAR OF THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

Part I
Fiscal Year 2026 Capital Budget

SECTION 1. There is hereby appropriated the sum of $179,128,675 for the FY 2026 budget year of the Fiscal Year 2026-2030 Capital Improvement Plan, to the various projects specified in the capital budget incorporated by reference for the purposes therein stated, the following amounts:

REVENUES	FY 2026 BUDGET YEAR
9-1-1 Phone Fund Transfer	56,500
Capital Lease Financing Proceeds	2,585,400
Capital Penny Sales Tax One	57,583,400
Capital Penny Sales Tax Two	76,386,975
Community Development Block Grant	462,100
Detention Fund	504,500
Facilities Fund Capital Reserve	51,500
Fire Department Fund Capital Reserve	112,900
Fleet Services Fund Capital Reserve	200,800
General Fund Transfer	20,513,100
HOME Program	335,900
Hospitality Tax Fund Transfer	3,500,000
IT Fund Capital Reserve	1,449,400
Parks Fund Transfer	3,000,500
Solid Waste Fund Transfer	2,687,200
Solid Waste Fund Vehicle and Capital Equipment Reserve	2,148,400
SRO Program Funds	200,100
State C Funds	7,000,000
Storm Water Fund Transfer	350,000
Total Revenues	**$179,128,675**

PROJECT CATEGORY EXPENDITURES	FY 2026 BUDGET YEAR
County Buildings and Facilities	$ 61,469,900
Public Works – Road Infrastructure	94,841,975
Public Works – Solid Waste	2,450,000
Public Safety	2,876,700
Technology	2,068,200
Community and Economic Development	798,000
Vehicle and Capital Equipment Replacement	8,676,500
Parks and Recreation	5,947,400
Total Expenditures	**$179,128,675**

Said appropriation, and corresponding revenue sources shall be allocated to various projects in accordance with the Capital Improvement Plan attached hereto and incorporated by reference.

SECTION 2. A bound copy of the Capital Improvement Plan supporting the appropriations set forth in this ordinance shall be attested to by the Clerk to County Council and maintained in the offices of the County Administrator, the Chief Financial Officer, and the Clerk to County Council.

SECTION 3. The County Administrator shall have the authority to transfer appropriated funds within project line items and between projects in the same expenditure category provided, however, that said transfer would not significantly alter the project scope or completion of the project as approved in the Capital Improvement Plan. Significant changes to the scope or funding of the project will require County Council approval through a capital budget amendment resolution.

SECTION 4. Funds allocated but unspent during the fiscal year in capital project accounts designated in the Adopted Capital Budget shall be recognized as part of a multi-year capital projects fund and, should the project be incomplete, be carried forward for completion of the project, or retained in the fund balance of the Capital Project Fund for future capital projects.

SECTION 5. The Capital Improvement Plan shall set forth all funded capital projects and a full prioritization of all unfunded capital projects. This prioritization shall be considered the funding priority of County Council for such projects. Advancements of capital projects must be approved through a capital budget amendment resolution of County Council.

SECTION 6. Any new, previously unplanned funds received during Fiscal Year 2026 for the purpose of capital projects shall be accepted on behalf of the County by the Administrator pursuant to approval of a capital budget amendment resolution by County Council.

Part II
Enacting Provisions

SECTION 1. If any section or item or any part of this Budget Ordinance shall be declared invalid, it shall not be construed to affect the validity of any other section or item hereof.

SECTION 2. All provisions of Part I of this Ordinance shall take effect on the 1st day of July, 2025.

SECTION 3. The Spartanburg County Capital Improvement Plan shall be reviewed and revised by the County Council annually based on established priorities and subject to availability of funding. The County Administrator shall be charged with the responsibility of administering the Plan, including property acquisitions, sales or divestures and leases, necessary to achieve the ultimate Plan goals as established by County Council.

PART III
Enacting Provisions

SECTION 1: SEVERABILITY
If any section or item or any part of this Ordinance shall be declared invalid, it shall not be construed to affect the validity of any other section or item hereof.

SECTION 2: EFFECTIVE DATE
All provisions of Part 1 of this Ordinance shall take effect on the 1st day of July 2025.

SPARTANBURG COUNTY COUNCIL

By: _____
A. Manning Lynch, Chairman

ATTEST:

_____
B. Cole Alverson
County Administrator

First Reading:	May 14, 2025
Second Reading:	May 19, 2025
Public Hearing:	May 19, 2025
Third Reading:	June 16, 2025

LEGAL COMPLIANCE

I hereby certify that, in my opinion, the proposed budget does not exceed anticipated revenues for Fiscal Year 2026, and is in full compliance with Section 4-9-140, 1976 South Carolina Code of Laws, as amended.

_____
B. Cole Alverson
County Administrator

AN ORDINANCE

AN UNCODIFIED ORDINANCE TO ADOPT VARIOUS COUNTY FEE SCHEDULES SO AS TO ESTABLISH THE AMOUNT OF CERTAIN FEES IN SPARTANBURG COUNTY

WHEREAS, the Code of the County of Spartanburg, South Carolina provides that certain fees shall be set by the County Council.

WHEREAS, the adoption of such an ordinance would be in the best interest of Spartanburg County and all of its citizens.

NOW THEREFORE, BE IT ORDAINED, by the Spartanburg County Council, in a meeting duly assembled, that the fees shall be established as set forth in the exhibits which are attached hereto and incorporated herein by reference.

Exhibit A – Building Codes Fee Schedule
Exhibit B – Engineering Fee Schedule
Exhibit C – Parks Fee Schedule
Exhibit D – Planning and Development Fee Schedule
Exhibit E – Register of Deeds Fee Schedule
Exhibit F – Wellford Landfill Fee Schedule
Exhibit G – Miscellaneous Fee Schedule
Exhibit H – Towing Fee Schedule
Exhibit I – Emergency Services Academy

Effective Date. This ordinance shall take effect on the 1st day of July, 2025.

SPARTANBURG COUNTY COUNCIL

(SEAL) By: _____
A. Manning Lynch, Chairman

ATTESTED:

_____
B. Cole Alverson
County Administrator

First Reading: May 14, 2025
Second Reading: May 19, 2025
Public Hearing: May 19, 2025
Third Reading: June 16, 2025

SPARTANBURG COUNTY
BUILDING CODES FEE SCHEDULE – EFFECTIVE JULY 1, 2025

For information on how to calculate commercial fees please click on the link below:
https://www.spartanburgcounty.org/DocumentCenter/View/1761

BUILDING PERMIT

Residential Construction

Construction Cost

All ..... $4.75 per thousand, $32.00 minimum

Commercial Construction

Construction Cost

$1.00 - $10,000.99. ..... $53.00

Over $10,001.00 ..... $53.00 plus $2.75 per thousand

Plan Review Fee ..... ½ Permit Fee

MECHANICAL, ELECTRICAL, PLUMBING, SWIMMING POOL & FIRE SPRINKLER PERMIT

Residential

Construction Cost

$1.00 - $2,000.99 ..... $32.00

$2,001.00 and Up..... $32.00 plus $4.75 per thousand over $2,000

Commercial

Construction Cost

$1.00 - $2,000.99 ..... $53.00

$2,001.00 - $50,000.99 ..... $53.00 plus $5.25 per thousand over $2,000

$50,001.00 - $100,000.99 ..... $265.00 plus $4.25 per thousand over $50,000

$100,001.00 - $150,000.99 ..... $420.00 plus $3.25 per thousand over $100,000

$150,001.00 - $200,000.99 ..... $525.00 plus $2.50 per thousand over $150,000

$200,001.00 and Up..... $600.00 plus $2.00 per thousand over $200,000

SHEDS/AG/OTHER IMPROVEMENTS

Construction Cost

$1.00 - $2,000.99 ..... $32.00

$2,001.00 and Up..... $32.00 plus $4.75 per thousand over $2,000

REINSPECTION FEE

For 3rd and subsequent inspections $53.00

RENEWAL & UPDATE FEE $53.00 per each renewal

Permits expire 6 months after issuance or last inspection (Building, Mechanical, Plumbing, Electrical)

DEMOLITION PERMIT

Residential $105.00

Commercial..... $105.00

MOVING PERMIT $105.00

MOBILE HOMES

License Decal..... $5.00

Change of Ownership $53.00

Change of Ownership with Power $84.00

New & Used Mobile Home Permit w/ Decal

$1.00 - $50,000 ..... $215.00

$50,000 and Up..... $215.00 plus $2.00 per thousand over $50,000

Moving Out of County/Repo $53.00

Amnesty Intact to Landfill..... $32.00

Amnesty in Stacks to Landfill $63.00

Demolition $53.00

De-titling $53.00

In the event of a refund or cancellation of a permit request, a $32.00 administrative fee will be charged.

SPARTANBURG COUNTY
ENGINEERING (PUBLIC WORKS) FEE SCHEDULE - EFFECTIVE JULY 1, 2025

Category	Standard	Plan Review Fees	Land Disturbance Fees
COMMERCIAL	Land disturbance greater than 5000 Sq. Ft. but less than 1 Acre	N/A	$50 Per Project **
	Land disturbance that is 1 Acre or greater	$1,000 *	$140 Per Disturbed Acre **
RESIDENTIAL DEVELOPMENT	Public or private development that includes new road and/or storm water infrastructure review and has a total disturbance of 1 Acre or greater	$1,500 *	$100 Per Disturbed Acre **
	Public or private development that includes new road and/or storm water infrastructure review and has a total disturbance less than 1 Acre	$750 *	N/A
	Lot development, summary plat review, &/or lot grading that does not include new road and/or storm water infrastructure review	$50 Per Lot *	N/A
OTHER	Utility Installation	$1,000 *	$140 Per Disturbed Acre **
	Clearing and Grubbing	Based on Proposed Use of Property at Time of Submittal (Either Commercial or Residential)	
ADDITIONAL PLAN REVIEW	Minor modification: requires less than 3 hours of field investigation and plan review services	$400 *	N/A
	Major modification: requires more than 3 hours of field/plan review	$1,000 *	N/A
	Plan resubmittal: Required if a special meeting is necessary after reviewing the submittal and/or the plans require more than two re-submittals	$1,000 *	N/A

*Fees paid to Public Works Department and must be included with the submittal package (checks made payable to Spartanbug County).

**Fees paid to the Planning Department at the issuance of a grading permit. Fees are not paid with the initital project submittal package.

SPARTANBURG COUNTY
PARKS DEPARTMENT FEE SCHEDULE – EFFECTIVE JULY 1, 2025

Fee Name	Standard Base/Category	County Fee
50+ Program	Variable – depending on program	Program expense (fuel + tickets + materials, supplies + meals) x 120% /minimum number of participants
ACE (After-Class Enrichment) Program	Various Locations	$25 Non-Refundable Registration Fee; $50 per week, 50% discount to school personnel in host schools, 25% discount to school district personnel in host school districts, 50% discount to all County employees. $20 per day for days when schools are out (no discount).
Adventure Camp	Fees for "Adventure Camp," oriented around Outdoor Recreation	$50 Non-refundable registration fee; $150 per week
Alcohol Permit	Alcohol Service	$100 per event
Athletic Leagues	Adult Sports	Varied by league ($10 - $550)
	Youth Sports	$10 - $40 per participant/ per season
Batting Cage Rental	Batting Cage	$20 per hour
Business Permit	Business permit for organizations seeking to sell products / services at a Spartanburg County park / facility	$50 - $300 per event
Chair Rental	Outdoor Wedding Chairs	$2 per chair per event
Chesnee After School Program	Chesnee ACE program fees	$25 non-refundable registration fee. Weekly fee varied ($30 / $15 / $5) based on scholarship eligibility
Cleveland Park Rental	Milliken Place Shelter	$25 - $75 per 4 hour time block
	Playground Barn	$50 - $125 per 4 hour time block
	Birthday Pavilion	$25 - $50 per 4 hour time block
	Birthday Room	$75 per 4 hour time block
	Island Gazebo or Lakeside Amphitheater	$200 per 2 hour time block
	Waste Management Shelter	$25 - $75 per 4 hour time block
	Lower Level	$50 - $150 per hour
	Upper Level	$75 - $200 per hour
Concessions	Variable – based on cost of item	Variable – based on cost of item
Congregate Dining	Meal	Based on eligibility rates from Lieutenant Governor's Office
Community Centers	Multi-purpose rooms	$50 - $100 per hour
	Gymnasium	$50 - $100 per hour
Court Rental	Court Rental	$10 - $20 per hour
Equipment Rental	Equipment Rental (kayaks, paddleboards, paddleboats, etc.)	$10 - $50 per hour
Event Security	Event Security	Actual cost; no markup (normally $30 - $50 per hour per law enforcement officer)
Field Grooming	Optional field "machinery" grooming for tournaments	$100 per field/ per day

SPARTANBURG COUNTY
PARKS DEPARTMENT FEE SCHEDULE – EFFECTIVE JULY 1, 2025

Fee Name	Standard Base/Category	County Fee
Field Rental	Field Rental (This includes developmental, "travel teams" and any teams or tournament groups using fields for practice or games)	$30 per hour plus $35 per hour for lights (if renting 15+ hours on one approved rental request - 50% discount on hourly rental rate; light fees are not eligible for a discount); Field setup: Diamond fields - $70, Rectangle fields - $100 (field lining fees apply for each field on a single playing surface); Field lining: Diamond fields - $20, Rectangle fields - $50
Fitness Centers	Fitness Center Membership	$10 per month or $100 per year. 50% discount to all County employees or employees of organizations that own County operated centers as a facility safety / employee wellness tool. Additional $10 registration/key fob fee. Replacement key fobs are $10 each (no discount on key fobs)
Lake Cooley Park Rental	Outdoor Education Center	$50 - $125 per hour
	Picnic Shelters	$25 - $75 per 8 hour time block
Outdoor Recreation Programs	Variable – depending on program cost	Program expense (supplies, travel, etc.) x 120%/ minimum number of participants
Park Rental	Rental of areas within parks for private events	**$50** ~~$150~~ - $1,000 per day/event depending on park, staffing, and public access impact
Recreation Program	Aerobics, Arts, Computer, Dance, Dog Obedience, Music, Test Prep, Athletic Programs, Zumba, etc.	Program expense (supplies, travel, etc.) x 120%/ minimum number of participants
Rental Other	Large Park Shelter Rental	$50 - $75 per 3 or 4 hour time block
	Meeting Room	$50 - $100 per hour
	Small Park Shelter Rental	$15 - $50 per 4 hour time block
	Disc Golf Course (includes site prep and staff)	$350 per day/course
Security Deposit	Refundable Security Deposit - Community Center facility	$35 - $150 equal to the hourly rental rate
	Refundable Security Deposit - Cleveland Park Event Center	$200 Upper Level; $150 Lower Level
	Refundable Security Deposit - Tournament	$1,000 per tournament contract
Special Event Registration	Variable – depending on program cost	Program expense (materials, supplies, services + meals, if any) x 120% /minimum number of participants (rounded up to the nearest whole dollar)
Summer Camp	Fees for Summer Camp participation	$50 Non-refundable registration fee; $100 per week. 50% discount to all County employees.

Tournaments	Rental of fields for tournament (includes field set-up, lines, staff, and lights)	Diamond fields: $160 - $300 per field/per day Rectangular fields: $200 - $350 per field/ per day

SPARTANBURG COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
FEE SCHEDULE – EFFECTIVE JULY 1, 2025~~24~~

Unified Land Management Ordinance

MINOR LAND DEVELOPMENT (ULMO)

Minor Land Site Plan
<12,000 sf.....$105.00
12,001-50,000 sf.....$263.00
50,001-200,000 sf.....$525.00
>200,000 sf.....$788.00

Minor Land Site Plan- Conditional Use
<12,000 sf.....$105.00
12,001-50,000 sf.....$263.00
50,001-200,000 sf.....$525.00
>200,000 sf.....$788.00
Minor Land – Cell Tower.....$525.00

MAJOR LAND DEVELOPMENT (ULMO)

Major Land Development Site Plan *(incl. Preliminary for Townhomes)*
50,000 sf & less.....$315.00
>50,000 sf.....$788.00

Major Land Development Site Plan - Conditional Use
50,000 sf & less.....$315.00
>50,000 sf.....$788.00

Major Land Development Site Plan - Mixed Use
Mixed Use – Project.....$1,000.00
Mixed Use – Residential Only.....$1,000.00

MAJOR AND MINOR LAND DEVELOPMENTS
The above fees are based on the square footage of buildings. Mining, Landfill, Race Track and other such uses for which the primary function is located outdoors shall be charged by the square footage of land utilized for the primary use.

Major Land Development – Final.....$158.00

VARIANCE/APPEAL-ULMO

Variance.....$105.00
Appeal.....$105.00
(This fee applies to each variance or appeal requested.)

Other Fees

Temporary Use.....$63.00
Second Residential Structure.....$0.00
Home Occupation.....$0.00
Verification Letter.....$26.00
Compliance Letter/Administrative Determination $50.00
Compliance Review –
Existing Site.....Same fee as for new project
Letter of Credit/Surety (Plat or Site Plan).....$105.00
Plat/Site Plan Revision (after the first revision)..$105.00
Inspection Fee (after second).....$53.00
Pre-Application Meeting.....$0.00

Subdivision Ordinance *(effective 01/01/2020)*

Counter Plat review..... $0.00 per plat review
Exempt Plat review..... $0.00 per plat review
Plat - Land Division -
No Public Infrastructure..... $0.00 per plat review
Minor Subdivision..... $105.00
Sketch Plan Review..... $0.00
Preliminary Plat submission
1-24 lots.....$158.00
25-75 lots.....$236.00
76+ lots.....$341.00
Road Only.....$158.00
Surety Plat submission and Agreement.....$105.00
Final Plat submission.....$158.00
Revised Plat submission *(after first submission)* ... $105.00

Major Final Plat..... $158.00
(if preliminary submitted prior to 01/01/2020)
Pre-Application Meeting..... $0.00

VARIANCE/APPEAL - SUBDIVISIONS

Residential Variance..... $~~105~~200.00
Non-Residential Variance..... $300.00
Appeal..... $105.00
(These~~is~~ fees apply~~ies~~ to each variance or appeal requested.)

Performance Zoning Ordinance
(Southwest Planning Area only except as noted)

Zoning Permit Review

Single Family Residential Home..... $0.00
Accessory to Residential..... $0.00
Home Occupation Permit..... $0.00
Second Residential Structure Approval..... $0.00
Subdivisions (Zoning Review Fee)..... $0.00

All Non-Residential Uses (Except as Listed Below)
<12,000sf..... $105.00
12,001-50,000sf..... $263.00
50,001-200,000sf..... $525.00
>200,000sf..... $788.00

Non-Residential-Conditional Uses, Special Exceptions, Extensive Uses, and Administrative Modifications
50,000 sf & less..... $315.00
>50,000 sf..... $788.00

Cell Tower..... $525.00

ALL SITE PLANS
The above fees are based on the square footage of buildings. Mining, Landfill, Race Track and other such uses for which the primary function is located outdoors shall be charged by the square footage of land utilized for the primary use.

SPARTANBURG COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
FEE SCHEDULE – EFFECTIVE JULY 1, 2025~~24~~

Temporary Use $63.00
Revised Site Plan submission
(after first submission) $105.00
Final Site Plan *(if required)* $158.00
Letter of Credit/Surety (Plat or Site Plan) $105.00
Plat/Site Plan Revision *(after first revision)* $105.00

Sketch Plan Review ..... $ 0.00

Sign Permit Review *(Countywide)*
Business
(excludes residential development signs) $53.00
Temporary, if applicable $105.00
Advertising $105.00

Landscape Permit
Review Residential ..... $0.00 per acre
(Subdivisions and Attached Residential Projects)
Nonresidential..... $0.00 per acre

Zoning Restrictions Compatibility Waivers *(each form)*
Residential (Consent Agreement) $53.00
Nonresidential (Consent Agreement)..... $79.00
Development Plat *(review of Planned Developments and Mixed Use documents to be recorded)*... $105.00

Zoning Special Exception Request $525.00

Zoning Map Amendment Request $525.00
(plus $25.00 for each sign posting)

VARIANCE/APPEAL-PZO
Variance $105.00
Appeal $105.00
(This fee applies to each variance or appeal requested.)

OTHER ZONING FEES
Zoning Inspection Fee (after second) $53.00
Pre-Application Meeting $0.00

Zoning Verification (PZO and ULMO)
Verification Letter $26.00
Compliance Letter/Administrative Determination $50.00
Compliance Review –
Existing Site ..... Same fee as for new project

ANNUAL FEES (ULMO and PZO)
Annual Sign Fee $53.00
(A late fee equal to half of the original fee will accrue monthly for fees not paid.)
Annual Junkyard Fee $79.00
(A late fee equal to half of the original fee will accrue monthly for fees not paid.)

Annual Mobile Home Park Fee

Park Size	Base Rate	+ Per MHP Space
10 or fewer MHP spaces	$53.00	$5.00
More than 10 MHP spaces	$105.00	$5.00

(Unified Land Management Ordinance Amendment adopted in May 2012. Monthly late fees are equal to half the base rate charged for the Park.)

OTHER FEES
MISCELLANEOUS PRODUCTS *(Sales Tax will be added)*

Comprehensive Plan (CD) *(No paper copies)* $10.00
Unified Land Management Ordinance..... $15.00
Performance Zoning Ordinance $15.00
Subdivision Ordinance $8.00
(Free PDF Format on Website.)

Maps (GIS)
8½x11 ..... $ 2.00 .....w/aerial $4.00
11x17 ..... $ 3.00 .....w/aerial $6.00
17x22 (ANSI C). $ 7.00 .....w/aerial $14.00
22x34 (ANSI D) $10.00 .....w/aerial $20.00
34x44 (ANSI E). $15.00 .....w/aerial $25.00

Plat Copies
Small (24x36) $3.00
Medium (30x42 – 36x48) $5.00
Large (36x52 or larger) $7.00

Copies
8½x11 ..... $0.20
8½x14 ..... $0.30
11x17 ..... $0.50

SPARTANBURG COUNTY REGISTER OF DEEDS
FEE SCHEDULE – EFFECTIVE JULY 1, 2025

COUNTY SET FEES

Fee Type	Base Fee	Additional Fee
COPIES	$0.50	$0.50 PER PAGE
CERTIFIED COPIES	$10.00	FLAT FEE

RECORDING FEES (set by the State)

Document Type	Base Fee	Additional Fee
ABSTACT OF JUDGEMENT	$10.00	FLAT FEE
AFFIDAVIT –DEEDS	$10.00	FLAT FEE
AFFIDAVIT –MORTGAGES	$10.00	FLAT FEE
AGREEMENT –DEEDS	$25.00	FLAT FEE
AGREEMENT –MORTGAGES	$25.00	FLAT FEE
AIRCRAFT LIEN	$10.00	FLAT FEE
APPOINTMENT OF TRUSTEE	$10.00	FLAT FEE
ARTICLES OF DISSOLUTION	$10.00	FLAT FEE
ASSIGNMENT OF RENTS AND LEASES	$10.00	FLAT FEE
BANKRUPTCY NOTICE	$10.00	FLAT FEE
BOND FOR TITLE	$25.00	FLAT FEE
CANCELLATION OF ASSIGNMENT OF RENTS AND LEASES	$10.00	FLAT FEE
CANCELLATION OF LEASE	$25.00	FLAT FEE
CERTIFICATE –SEPARATE	$10.00	FLAT FEE
CERTIFICATE OF APPOINTMENT	$10.00	FLAT FEE
CHARTER	$10.00	FLAT FEE
CHARTER –AMMENDMENTS	$10.00	FLAT FEE
CHILD SUPPORT TAX LIEN	$10.00	FLAT FEE
CONTRACT –TIMBER SALES	$15.00	FLAT FEE
CONTRACT OF SALE	$25.00	FLAT FEE
CONTRACTORS LIEN	$15.00	FLAT FEE
DEATH CERTIFICATE	$10.00	FLAT FEE
DEED –MSC	$25.00	FLAT FEE
DEED –TIMBER	$15.00	FLAT FEE
DEED WITH CONSIDERATION	$15.00	FLAT FEE
DEED WITHOUT CONSIDERATION	$15.00	FLAT FEE
DISCLOSURE STATEMENT	$25.00	FLAT FEE
DOCUMENT OF RECISSION	$10.00	FLAT FEE
FEDERAL TAX LIEN	$10.00	FLAT FEE
FEDERAL TAX LIEN CANCELLATION	$10.00	FLAT FEE
FEDERAL TAX LIEN RELEASE	$10.00	FLAT FEE
LEASE	$25.00	FLAT FEE
MECHANICS LIEN	$25.00	FLAT FEE
MECHANICS LIEN –ATTACHMENT	$10.00	FLAT FEE

SPARTANBURG COUNTY REGISTER OF DEEDS
FEE SCHEDULE – EFFECTIVE JULY 1, 2025

RECORDING FEES (set by the State)

Document Type	Base Fee	Additional Fee
MECHANICS LIEN –RELEASE	$10.00	FLAT FEE
MEMORANDUM OF LEASE	$25.00	FLAT FEE
MERGER	$10.00	FLAT FEE
MORTGAGE	$25.00	FLAT FEE
MORTGAGE –ADDENDUM	$10.00	FLAT FEE
MORTGAGE –ASSIGNMENT	$10.00	$7.00 PER EACH ADDITIONAL REFERNCE
MORTGAGE –ASSUMPTION	$10.00	FLAT FEE
MORTGAGE –EXTENSION	$10.00	$7.00 PER EACH ADDITIONAL REFERENCE
MORTGAGE –MODIFICATION	$10.00	$7.00 PER EACH ADDITIONAL REFERENCE
MORTGAGE –MSC	$25.00	FLAT FEE
MORTGAGE –REAL PROPERTY	$25.00	FLAT FEE
MORTGAGE –RELEASE	$10.00	$7.00 PER EACH ADDITIONAL REFERENCE
MORTGAGE –SUBORDINATION	$10.00	$7.00 PER EACH ADDITIONAL REFERENCE
MORTGAGE CANCELLATION	$10.00	$10.00 PER EACH ADDITIONAL REFERENCE
OFFICIAL BOND	$10.00	FLAT FEE
OPTION	$25.00	FLAT FEE
PLAT –ANY SIZE	$25.00	FLAT FEE
POWER OF ATTORNEY IF DEPLOYMENT ORDERS TO "COMBAT ZONE" ARE PRESENTED	$25.00 NO CHARGE	FLAT FEE
POWER OF ATTORNEY –REVOCATION IF DEPLOYMENT ORDERS TO "COMBAT ZONE" ARE PRESENTED	$10.00 NO CHARGE	FLAT FEE
RESTRICTIVE COVENANTS	$25.00	FLAT FEE
RIGHT OF WAY EASEMENT	$25.00	FLAT FEE
RIGHT OF WAY EASEMENT WITH CONSIDERATION	$25.00	FLAT FEE
STATE TAX LIEN	$10.00	FLAT FEE
STATE TAX LIEN CANCELLATION	$10.00	FLAT FEE
STATE TAX LIEN EXPUNGEMENT	$10.00	FLAT FEE
STATE TAX LIEN RELEASE	$10.00	FLAT FEE
TRADE NAME / DBA	$10.00	FLAT FEE
TRUST INDENTURE –MORTGAGES	$25.00	FLAT FEE
UCC	$25.00	FLAT FEE
UCC –ADDITIONAL DEBTOR	NO CHARGE	

SPARTANBURG COUNTY REGISTER OF DEEDS
FEE SCHEDULE – EFFECTIVE JULY 1, 2025

RECORDING FEES (set by the State)

Document Type	Base Fee	Additional Fee
UCC –AMENDMENT	$25.00	FLAT FEE
UCC –ASSIGNMENT	$25.00	FLAT FEE
UCC –CONTINUATION	$25.00	FLAT FEE
UCC –PARTIAL RELEASE	$25.00	FLAT FEE
UCC –TERMINATION	$25.00	FLAT FEE
WAIVER –DEEDS	$25.00	FLAT FEE
WAIVER –MORTGAGES	$25.00	FLAT FEE

DEED STAMPS (set by State)

Document Type	Deed Tax Fee
DEED WITH CONSIDERATION	DEED TAX - $1.30 STATE AND $0.55 COUNTY FOR EACH $500.00 OF CONSIDERATION; $2.60 STATE AND $1.10 COUNTY FOR EACH $1000.00 OF CONSIDERATION EXCEPT THOSE EXEMPT PER ATTACHED AFFIDAVIT
RIGHT OF WAY WITH CONSIDERATION	

Fee Name	Standard Base/Category	County Fee
Commercial Disposal Fee	Municipal Solid Waste (MSW)	$33.00 per ton
	Construction & Demolition (C&D)	**$40.00** ~~$35.00~~ per ton
	Yard Waste Debris	**$30.00** ~~$20.00~~ per ton
	Lead Based Material	$37.00 per ton
	Electronic Recycling	$500.00 per ton
	Carboard Surcharge	$66.00 per ton
	Mixed Load Surcharge	$37.00 per ton
	Special Handling Surcharge	**$200** ~~$100~~
Mulch Loading Fee	County Charge	$5.00 per load

Department	Fee Name	Standard Base/Category	County Fee
Countywide	Returned Check Fee		**$35.00** ~~$30.00~~
Assessor	Digital Data	Assessor Property Data	Available Online
Coroner	Data Fee	Autopsy Report (for non-family member)	$150.00 plus tax
		Toxicology Report (for non-family member)	$100.00 plus tax
Coroner	Photo Fee	Digitally or Printed	$0.25 per photo
Geographic Information Systems (GIS)*	Printing	Map size (letter) 8.5x11" portrait or landscape	First 2 are free, additional are $2.00 plus tax; w/ aerial $4.00 plus tax
		Map size (tabloid) 11x17" portrait or landscape	$3.00 plus tax; w/ aerial $6.00 plus tax
		Map size "C" 17x22" portrait or landscape	$7.00 plus tax; w/ aerial $14.00 plus tax
		Map size "D" 22x34" portrait or landscape	$10.00 plus tax; w/ aerial $20.00 plus tax
		Map size "E" 34x44" portrait or landscape	$15.00 plus tax; w/ aerial $25.00 plus tax
Geographic Information Systems (GIS)*	Digital Data**	2016 color complete county ECW and TIFF formats only (2020 is being processed)	Available Online
		2013 2" and 5" Contours (2020 is being processed)	Available Online
		Current County Council District, County Line, Municipality, FEMA Flood Plains, Railroad, Fire District, School District, Senate District, House District, Stream Centerline, Street, Lakes, Tax Parcels, Voting Precincts, Parcels, Street Centerlines, and Municipalities	Available Online
Circuit Solicitor	Discovery Fee	Data on CD	$15.00
		Data on DVD	$20.00
Community Development	Data Fee	Annual Action Plan, Consolidated Plan, or CAPER printed copy	$25.00 plus tax
Department	**Fee Name**	**Standard Base/Category**	**County Fee**
Probate Court	Marriage License	County Portion	$60.00
Probate Court	Wedding Ceremony Fee	County charge	$85.00 at the Courthouse; $150.00 after hours at the Courthouse; $200.00 away from the County property
		Cost 1: Conversion and Notification	**$35.00** ~~$30.00~~

Tax Collector	Delinquent Tax Costs	Cost 2: Forms, Processing Notices, Postage for Certified Mailing, Certified Forms	**$60.00** ~~$55.00~~
		Cost 3: Posting, Processing, Research, Newspaper Advertisement	**$55.00** ~~$50.00~~
		Cost 4: Title Research, Collection	**$75.00** ~~$70.00~~
Treasurer	Decal Fee	Processing fee for transmitting DMV information	$1.00

SPARTANBURG COUNTY
TOWING FEE SCHEDULE

The maximum allowable charges for work performed are as set forth in the S.C. Highway Patrol Wrecker Rotation Fee Schedule, as amended from time to time in accordance with S.C. Code Ann. Regs. § 38-600. As clarification, towing services are not provided by Spartanburg County and the fees are not collected by Spartanburg County.

SPARTANBURG COUNTY
EMERGENCY SERVICES ACADEMY FEE SCHEDULE - EFFECTIVE JULY 1, 2025

Fee Name	Standard Base/Category	County Fee
Classroom Rates	Minimum Fee	$100
	8 Hour Reservation	$175
	16 Hour Reservation	$300
	40 Hour Reservation	$500
	Pump Test	$150 per day
	Training Tower	$300 per day
	Smoke Building	$300 per day
Firefighter School	Fire Department - Adjacent County	$650 per firefighter
	Fire Department - Non - Adjacent County	$1,300 per firefighter
Other Rates	Burn Building	$500 per day
	Pistol Range	$150 per day
	Medium Range	$150 per day
	Rifle Range	$150 per day

The above fees only apply to agencies located outside of Spartanburg County.

No.: O-25-

AN ORDINANCE

AN ORDINANCE TO REGULATE OUTDOOR BURNING DURING A BURNING BAN WITHIN THE UNINCORPORATED AREAS OF SPARTANBURG COUNTY; TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO.

WHEREAS, during burning bans unauthorized outdoor open burning in the unincorporated areas presents a direct serious health and public safety hazard to individuals and properties within Spartanburg County.

WHEREAS, due to unnecessary and senseless burning during declared burning bans many acres and properties are damaged or destroyed within Spartanburg County.

WHEREAS, Spartanburg County Council finds that in is in the interest of the public health, safety, and welfare of the citizens of the County, to strictly regulate outdoor burning during burning bans.

NOW, THEREFORE, BE IT ORDAINED by Spartanburg County Council that the following provisions are hereby adopted with regards to outdoor burning during declared burning bans.

SECTION 1. Burning prohibited during periods of emergency.

No burning shall be carried out, within the unincorporated areas of Spartanburg County, during any period which the Governor has declared that an emergency exists in connection with forest fires.

State Law Reference SC Code § 48-35-40.

SECTION 2. Burning prohibited when directed by State Forester.

No burning shall be carried out, within the unincorporated areas of Spartanburg County, during any period which the State Forester has deemed necessary in the interest of public safety, that fires covered by Title 48, Chapter 36 not be started or when the State Forester has prohibited all open burning regardless of whether a permit or notification is required, including campfires, bonfires, and other fires for recreational purposes. This prohibition shall not apply to fires used for

nonrecreational purposes such as those for human warmth or for the preparation of food for immediate consumption.

State Law Reference SC Code § 48-35-50.

SECTION 3. Exemptions.

Except as otherwise provided by law, the provisions of this ordinance do not apply to a fire used for the preparation of food for immediate consumption, or fires burned in portable outdoor fireplaces, chimineas, or permanent fire pits constructed of stone, masonry, metal, or other noncombustible material that conforms with all applicable South Carolina fire codes so long as a person has cleared around the area to be burned and has immediately available sufficient equipment and personnel to adequately secure the fire and prevent its spread.

State Law Reference SC Code § 48-35-55

SECTION 4. Enforcement.

Enforcement of this Ordinance shall fall under the jurisdiction of any County Law Enforcement and Environmental Enforcement Officers and other assigned Code Enforcement Officers. These officers shall be authorized and required to cause the inspection of any public or private property, within the limits of the County whenever it shall be necessary to enforce the provisions of this Ordinance. Officers may use discretion on initial visit determining between written warning or written summons.

SECTION 5. Penalties. Any person violating provision of this ordinance may be deemed guilty of misdemeanor and, upon conviction, may be fined not more than $200.00 or imprisoned for not more than 30 days for first offense. For any second or subsequential offense, a fine of not less than $500.00 or imprisonment for not more than 30 days or both may be imposed in the discretion of the court. “Subsequent Offense” as used in this section shall mean an offense committed within ten years of a previous offense.

State Law reference SC Code § 48-35-60

SECTION 6. Severability.

If any part of this ordinance shall be deemed or found to conflict with a provision of the South Carolina law, or other pre-emptive legal principle, then that part shall be deemed ineffective, but the remaining parts of this ordinance shall remain in full force and effect.

SECTION 7. Effective Date.

This ordinance shall take effect upon third and final reading and approval by the County Council.

SPARTANBURG COUNTY COUNCIL

By:_____
A. Manning Lynch, Chairman

ATTESTED:

_____
B. Cole Alverson
County Administrator

First Reading:
Second Reading:
Public Hearing:
Third Reading:

NO. O-25-__

AN ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 6 OF THE SPARTANBURG COUNTY CODE OF ORDINANCES ENTITLED "ANIMALS" TO PROVIDE FOR ENHANCED ANIMAL WELFARE, INCREASE PUBLIC SAFETY, PROTECT COMMUNITY HEALTH, PROVIDE LEGAL CLARITY AND INCREASE RESPONSIBILITY AND ACCOUNTABILITY FOR OWNERS OF ANIMALS.

WHEREFORE, S.C. Code 1976, 4-9-30(14) provides for the enactment of ordinances for the implementation and enforcement of the powers of the county council in reference to public health, public safety, police protection and sanitation as referenced to in S.C. Code 1976, 4-9-30(5); and

WHEREFORE, Chapter 6 of the Spartanburg County Code of Ordinances relative to the animals was enacted to promote the general health, safety and welfare of the citizens of the county and to protect their property rights; and

WHEREFORE, Chapter 6 of the Spartanburg County Code of Ordinances was further enacted to S.C. Code 1976, 47-3-20, which empowers the governing body of each county to enact ordinances and promulgate regulations for the control of pets and to prescribe penalties for violations thereof; and

WHEREOF, Spartanburg County Council now finds the need to amend Chapter 6 of the Spartanburg County Code of Ordinances relative to animals in order to provide for enhanced animal welfare, increase public safety, protect community health, provide legal clarity and increase responsibility and accountability for owners of animals.

NOW, THEREFORE, BE IT ORDAINED BY SPARTANBURG COUNTY COUNCIL THAT THE FOLLOWING AMENDMENTS BE MADE TO CHAPTER 6 OF THE SPARTANBURG COUNTY CODE OF ORDINANCES:

SECTION 1: Chapter 6 of the Code of the County of Spartanburg is amended to provide as follows:

Chapter 6 ANIMALS

Sec. 6-1. Authority for and enactment of chapter.

This chapter is enacted pursuant to S.C. Code 1976, § 4-9-30(14), which provides for the enactment of ordinances for the implementation and enforcement of the powers of the county council in reference to public health, public safety, police protection and sanitation as referred to in S.C. Code 1976, § 4-9-30(5). This chapter is enacted to promote the general health, safety and welfare of the citizens of the county and to protect their property rights. This chapter is further enacted pursuant to S.C. Code 1976, § 47-3-20, which empowers the governing body of each county to enact ordinances and promulgate regulations for the control of pets and to prescribe penalties for violations thereof. The regulations included in this chapter will only be applicable to those unincorporated areas of the Spartanburg County.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 1, 8-19-19)

Sec. 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Adequate care – the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

Adequate exercise – the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size and condition of the animal.

Adequate feed – access to and the provision of food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring state of hibernation or fasting normal for the species

Adequate shelter – provision of and access to shelter that is suitable for the species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and for dogs and cats, provides a solid resting platform, pad, floormat or similar device that is large enough for the animal to lie on in a normal manner and can be

maintained in a sanitary manner. Under this chapter, shelters or pet resource centers whose wire, grid or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter. Examples of unacceptable or inadequate shelter include, but are not limited to, access to the underneath or inside of abandoned or derelict motor vehicles; under open house structures such as decks, steps, or stoops which would still allow for the elements to enter.

Adequate space – sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure.

Adequate water – the provision of and access to clean, fresh, potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accept husbandry practices

Ambient temperature – the temperature surrounding the animal

Animal - Any nonhuman living vertebrate, whether wild or domesticated.

Animal control/environmental enforcement litter officer - A person employed by the county as the enforcement officer of the provisions of this chapter.

Animal establishment - Any pet shop, grooming shop, animal auction, performing animal exhibition, kennel or animal shelter, except this term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers regulated by the USDA under the provisions of U.S. Public Laws 89-544, 91-579. 94-279, 99-198 and 101-624.

Animal shelter - A facility designated or recognized by the county council for the purpose of impounding and caring for animals.

At large - An animal or pet off the property of the owner or keeper and not under restraint, except for a community cat.

Breeder - a person who keeps, maintains or harbors any intact dog or cat for the purposes of breeding and selling the puppies or kittens.

Cat – a domestic cat or Felis catus.

Community Cat - Any free roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be socialized. Community cats are cats who are ear tipped or tattooed; sterilized and have received at least one vaccination against rabies. Community cats are exempt from any licensing, stray, abandonment and at-large provisions. A community cat may also be defined as a cat 'found' outside that is brought to an animal shelter and not yet sterilized/ear tipped.

Community Cat Caregiver- A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harborer, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, feed the proper quantity of food for the number of cats in appropriate food containers, properly discard food containers daily and feed only on their property or with the permission of another landowner (city, state or federal public property). Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from any charges and/or fees.

County - Unincorporated area of the county and any municipality which has contracted with the county council for animal control services and which has adopted appropriate legislation.

Dangerous or vicious animal - Any animal constituting a physical threat to human beings or other animals, or evidencing an abnormal inclination to attack persons or animals without provocation, or having a tendency to do any act repeatedly which might endanger the safety of persons or property.

Department - Spartanburg County ~~Environmental Enforcement~~ Department(s) designated by the County to enforce this Chapter.

Dog – domestic dog or Canis lupus familiaris.

Ear tipping - The removal of the ¼ inch tip of a community cat's ear, performed while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, designed to be the universal identification that the community cat is sterilized and lawfully vaccinated against rabies at least once. Tattooing may also identify a cat as sterilized. Caregivers must make every effort to booster the rabies vaccination as per the manufacturer instructions.

Euthanasia; euthanize; euthanized - Methods of destruction provided by the South Carolina Code of 1976 for impounded animals. In other circumstances used in this chapter, such terms shall relate to the destruction of an animal by a method approved by the county administrator as a proper and humane method for summary destruction.

Exposure to rabies - Means any person or animal, which was been bitten or exposed to any animal known to have been infected with rabies. This determination shall be made by the South Carolina Department of Public Health ~~and Environmental Control~~ as provided for in state law.

Humane manner - Care of animal to include, but not limited to, adequate heat, ventilation and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animals size, species and breed.

Kennel - An establishment kept for the purpose of boarding dogs or cats.

Neutered - Rendered permanently incapable of reproduction.

Nuisance - An animal which damages, soils, defiles or defecates on private property other than the owners without permission or the property owner or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, "dangerous" or offensive conditions or odors; causes a disturbance by excessive barking or howling that interferes with the reasonable use and enjoyment of neighboring

premises; or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

Owner or *keeper* - A person having the right of property or custody of a dog, cat or animal or who keeps or harbors a dog, cat or animal or knowingly permits a dog, cat or animal to remain on or about any premises occupied by that person~~.~~, any person who has an animal in his care or any person who acts as its custodian.

Person - Any individual, corporation, partnership, organization, or institution commonly recognized by law as a unit.

Pet - For the purpose of this chapter pet shall mean dog or cat.

Pet shop - An establishment engaged in the business of buying or selling, at retail, dogs or cats or other animals for profit making purposes.

~~*Shelter* - For purpose of this provision, shelter is defined as an enclosed, weatherproof structure that is manufactured or constructed expressly for housing a pet that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather (see S.C. Code 1976, § 47-1-40). The shelter must be structurally sound with solid walls and roof or a similar type configuration with an opening allowing the pet to enter; which is accessible to the pet at all times; and which is of sufficient size and nature as to provide the pet with adequate protection from the sun, heat, cold, snow, ice or rain. There must be enough space suitable for the pet's age, size, and species and breed to permit it to turn about freely. The structure must so constructed or elevated enough off the ground to keep water, snow and ice from entering and allow the pet to remain comfortable in outside conditions.~~

~~Examples of unacceptable or inadequate shelter include, but are not limited to, access to the underneath or inside of abandoned or derelict motor vehicles; metal or plastic garbage cans or barrels; animal transport crates or carriers; under open house structures such as decks, steps, or stoops which would still allow for the elements to enter.~~

Plainly audible – any sound that can be detected by a person using his or her unaided hearing facilities. As an example, if the sound source were a portable or personal vehicular sound amplification or reproduction devise, the enforcement office need not determine the title of the song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

Recognized pet rescue organization – an organization existing to rescue and rehome animals, which is property organized under the laws of the State of South Carolina, or is nationally recognized, and which has registered with, been approved by and is in good standing the Spartanburg County Pet Resource Center and has obtained all required permits from the Spartanburg County Planning and Development Department

Serious injury – an injury having a reasonable potential to cause death or any injury other than a single puncture, sprain or strain, including serious disfigurement, serious impairment of health, or serous impairment of bodily function and requiring significant medical attention

Shelter/Neuter/Return (also known as Return to Field) -Sterilizing, ear tipping and vaccinating a free roaming cat large enough for spay/neuter and returning him to his original home location as opposed to admitting to a shelter.

Spayed - Rendered permanently incapable of reproduction.

Stray - An animal at large.

Sustenance - Adequate food provided at suitable intervals of quantities or wholesome foodstuff available for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight and constant access to a supply of clean, fresh, potable water provided in a suitable manner for the species.

Tattoo: an ink marking (typically a ¼ inch line) made by a veterinary surgeon at the time of spay/neuter to identify a pet as sterilized

Trap/Neuter/Return (TNR)- The process of humanely trapping, sterilizing, vaccinating against rabies and ear tipping or tattooing community cats and returning them to their original location.

Under restraint - As related to pets, controlled by means of a chain, leash or other restraining device, or sufficiently near the owner or handler to be under the direct control and obedience to the commands of the owner or handler, or on the property of the owner, or on other property with that property owners permission, or secured within a vehicle being driven or parked.

Vicious animal – any animal that has (i) killed a person, (ii) inflicted serious injury to a person or (iii) continued to exhibit the behavior that resulted in a previous finding by a court that it is a dangerous animal, provided that its owner has been given notice of that finding

(Ord. No. O-12-01, 1-23-12; Ord. No. O-16-31, § 1, 10-17-16; Ord. No. O-19-26 , § 2, 8-19-19)

Sec. 6-3. Uniform summons for violations.

(a) In addition to or in lieu of impounding an animal, the animal control officer or any enforcement officer having jurisdiction may issue to the owner or keeper of an animal or to any person violating any provision of this chapter, a uniform summons for violation.

(b) The animal control officer and any enforcement officer having jurisdiction shall be authorized and required to cause the inspection of any public or private property within the limits of the county whenever it shall be necessary to enforce the provision of this chapter. County enforcement officers may obtain a search warrant to enter private dwellings when there is probable cause to believe that a violation of this chapter is occurring or has occurred for the purpose of examining or impounding any animal or for obtaining evidence of a violation of this chapter.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-4. Violations as misdemeanors; penalty.

Any person who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding $500.00, plus court costs or imprisonment for a term not exceeding 30 days, or both.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-5. Animal control/environmental enforcement litter officers.

(a) *Powers and duties generally; assistance by other officers.* The animal control/environmental enforcement litter officer shall have the power to enforce this chapter, to cooperate with the health department in quarantining animals to carry out the duties and assume the responsibilities of this chapter. For the purpose of enforcing this chapter, the sheriff, deputy sheriffs, county police officers, magistrates, constables and the police officers of any incorporated municipality which contracts with the county council are authorized and instructed to assist the animal control/environmental enforcement litter officer. The animal control/environmental enforcement litter officer shall have the power of impoundment of any stray pets and in any of the other circumstances of impoundment described in this chapter.

(b) *Maintenance of records.* The animal control/environmental enforcement litter officer shall maintain such records as may be prescribed by the county administrator and as necessary to account for the activities of that office.

(c) *Enforcement.* The animal control/environmental enforcement litter officer shall patrol areas of the county for the purposes of enforcing this chapter. The animal control/environmental enforcement litter officer may require a signed complaint whenever he or she deems it advisable.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-6. ~~Animal shelter~~Pet Resource Center.

(a) *Operation.* The ~~animal shelter~~Pet Resource Center shall be operated to impound, care for, quarantine or euthanize pets held pursuant to this chapter. The county may enter into contracts with organizations for the operation ~~or~~of the animal shelter and may contract with municipalities for the use or operation of animal shelters.

(b) *Stray pets.* Stray pets may be delivered to the animal shelter at no charge to persons making such a delivery at the allotted times. Except as otherwise provided in this chapter, animal shelter and animal control personnel shall make a reasonable effort to locate the owners of pets before admitting them to the Spartanburg County Pet Resource Center ('Pet Resource Center') and making disposition ~~and~~. Animal control personnel shall have authority to seize all stray pets and take such pets to a designated ~~animal shelter.~~Pet Resource Center when they are threatening animal and public safety, suffering or are in danger. Any person on whose property a stray pet is found may seize the pet and deliver it to the ~~animal shelter~~Pet Resource Center for impoundment if they are unable or unwilling to foster the pet and search for the owner, except for healthy community cats.

(c) *Impoundment; necessary arrangements; ascertainment or owner; release.* Any stray animal may be impounded by the animal control or any authorized officer. If such animal is not a dog or cat, the animal control or any authorized officer, with the approval of the department director, shall make such arrangements as may be necessary for the impoundment, care, quarantine or euthanization of such animal. Upon such impoundment, the animal control or authorized officer shall make an effort to ascertain the owner of the animal. The owner of an impounded animal may obtain its release upon compliance with the requirements prescribed by the county administrator, including the payment of fees. The County Fee Schedule may establish lower fees if the owner elects sterilization, rabies vaccination and microchipping of the animal.

(d) *Owner surrendered animals.* ~~If an owner chooses~~The Pet Resource Center staff will assist pet owners to exhaust all other options to shelter intake/surrender ~~an animal~~prior to admitting the ~~animal shelter,~~pet. If a pet is admitted to the Pet Resource Center a fee ~~of $37.00~~ will be charged to the owner~~. If an owner chooses to surrender a litter to the county, a fee of $50.00 will be charged to the owner. Any owner surrendered animal will be disposed of~~ in accordance with ~~state law~~the County fee schedule.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-7. Wounded or diseased animals.

An animal that is wounded or diseased or in great pain, in the judgment of the animal control or any authorized officer or authorized animal shelter personnel, may be ~~destroyed~~humanely euthanized immediately.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-8. Rabies control.

(a) *Generally.* No person shall own, keep, or harbor any dog or cat over four months of age within Spartanburg County unless such dog or cat is vaccinated against rabies.

(b) *Inoculation.* All dogs, cats and ferrets shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest "Compendium of Animal Rabies Prevention and Control" authored by the National Association of State Public Health Veterinarians and published annually in the Journal of the American Veterinary Medical Association and approved by the South Carolina Department of Public Health ~~and Environmental Control~~.

(c) *Proof of inoculation.* A certificate of vaccination shall be issued to the owner of each animal vaccinated on a form recommended by the Compendium. Each owner shall also receive a durable vaccination tag indicating the year in which it was issued. The name and telephone number of the veterinarian, veterinary hospital or practice. The rabies tag must be attached to a collar or harness and worn by the pet at all times~~.~~ when the animal is off its property, unless the animal is engaged in lawful hunting or a bona fide field trial.

(d) *Certificate available upon request.* The owner shall have a valid certificate available for inspection by the animal or enforcement officer upon request.

(e) *Duplicate issue of tag.* If a rabies or license tag is lost, the owner will obtain a duplicate tag without delay.

(f) *Notification of rabies control officer of attack.* If a citizen is attacked or witnesses an attack on a person by an animal, he shall notify the rabies control officer in the health department. Whenever the animal control officer is notified that an animal has bitten or attacked a person, such officer shall promptly notify the county health department of such bite or attack and shall cooperate with the health department in impounding and quarantining the animal.

(g) *Current rabies ~~license~~certificate required.* Any person who fails to have a current rabies ~~license~~certificate for their dog or cat shall be ~~subjected to the penalties herein.~~ guilty of a misdemeanor punishable by a fine not exceeding $250.00. Upon conviction for a second or subsequent offense, any person shall be guilty of a misdemeanor punishable by a fine not exceeding $500.00 plus court costs.

(h) *Removal of rabies ~~license~~tag.* It shall be unlawful for any person to remove the rabies tag from a pet as provided for in this chapter. The assertion that someone other than the owner removed such tag shall not be a defense to any action or procedures under this chapter, the owner being deemed, under this chapter, responsible for the attachment of the tag.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-9. [Reserved]

~~**Keeping dangerous or vicious animals.**~~

~~(a) No person owning or harboring or having the care or the custody of a dangerous or vicious animal may permit the animal to go unconfined on the premises of the owner or keeper. A dangerous animal is "unconfined" as the term is used in this chapter if the animal is not securely confined indoors or confined in a securely enclosed and locked pen, cage or enclosed area. The pen, cage or enclosed area also must have sides sufficiently high to keep the animal from escaping. If the pen, cage or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one foot. However, the provisions of this section shall not apply to any dog that is owned by a licensed security company and is on patrol in a confined area.~~

~~(b) Any animal which has been determined to be a dangerous or vicious animal may be impounded and may not be redeemed unless such redemption is authorized by the director of environmental enforcement or his designee.~~

~~(Ord. No. O-12-01, 1-23-12)~~

Sec. 6-10. Abandoned animals.

(a) It shall be ~~unlawful~~a misdemeanor punishable in accordance with Section 6-4, for the owner or custodian of ~~an~~a dog, cat or other domesticated animal or fowl to abandon it in any public place, including the right-of-way of any public or private highway, road or street or on the property of another.

(b) A pet running at large which has no rabies tag, identification tag, tattoo, or other mark or device that identifies the owner, shall be deemed abandoned property, as to which the county may assert a paramount interest as to health, safety and protection of the public. The county may take title to such pets by and through the animal control officer and may impound, euthanize or authorize euthanization of such pets as potential nuisances.

(c) A dangerous or vicious animal may be ~~summarily destroyed~~euthanized by the authorized officers when the safety of the officers or other persons is immediately endangered and ~~summary destruction~~euthanasia is necessary to prevent injury.

(d) Returning a community cat to their original home location or relocating them with the coordination of a caregiver does not constitute abandonment.

(Ord. No. O-12-01, 1-23-12)

Sec. 6-11. Interference with animal control or environmental enforcement litter officers.

(a) It shall be unlawful for any person to interfere with, hinder, or molest (i.e., annoy, interfere with, or meddle with so as to trouble or harm, or with the intent to trouble or harm) the animal control or authorized officer in the execution of his or her duties or seek to release any animal in the custody of the animal control or authorized officer, except as provided in this chapter.

(b) It shall be unlawful for any person to interfere, destroy or tamper with any live animal control trap or remove any animal from an animal control trap or remove an animal control trap without permission of the animal control office.

(c) Any ~~violation~~person who violates any provision of this chapter shall be ~~deemed~~guilty of a ~~violation of this section~~misdemeanor and ~~the owner shall be subject to a fine of $500.00.~~ punished in accordance with Section 6-4. (Ord. No. O-12-01, 1-23-12)

Sec. 6-12. Ill treatment/cruelty of animals.

Whoever abuses, cruelly treats, tortures, torments, deprives of necessary sustenance of shelter, inflicts unnecessary pain or suffering, overworks, overloads or overdrives any animal or causes the same to be done, shall, for every offense, be guilty of a misdemeanor and, upon conviction, be punished in accordance with section 6-4 of this chapter.

~~(1) a. Pet owners and caretakers who fail to provide their pets with proper food, water, and shelter violate the law. It is also a violation to fail to provide such care as proper confinement, veterinary care and a healthful environment.~~

~~b. Animal owners and caretakers of animals which customarily do not require shelter but who fail to provide their animals with proper food, water, proper confinement, veterinary care and a healthy environment violate the law.~~

~~c. Felines that meet the requirements of Spartanburg County Resolution #R-16-130 are exempt.~~

~~(2) *Shelter.* Animals left outside that customarily require shelter must be provided shelter as defined in section 6-2.~~

~~(3) *Water.* Animals must have access to clean water at all times.~~

~~(4) *Food.* Animals must be provided with food in sufficient quantity every day.~~

~~(5) *Veterinary care.* Veterinary care must be provided for animals showing persistent symptoms of disease or illness such as vomiting, diarrhea, emaciation, loss of appetite, or discharge from the eyes or nose. An animal that has been injured or appears to be in pain must be provided with immediate veterinary care.~~

~~(6~~(1) *Exhibiting animals; unlawful display.* It shall be unlawful for any person to exhibit, keep, or display pets, animals, birds, or fowl of any kind in any manner without shading said animals from the sun, and providing adequate shelter, food, water and ventilation for their use and comfort. A violation shall be a misdemeanor punishable by a fine not to exceed $500.

(~~7~~2) *Authority to remove an animal.* If an animal control or authorized officer finds that an animal is without the appropriate provisions as stated above, then the animal control or authorized officer is authorized to direct the person in charge of the premises or having control of the animal(s) that such provisions be immediately provided or the officer has the authority to remove the animal for the well being of the animal~~.~~, when the animal's health is in danger. It shall be unlawful for a person to fail to comply with such order to provide the appropriate provisions after being instructed to do so. A violation shall be a misdemeanor punishable by a fine not to exceed $500.

(3) *Animal left in enclosed vehicle – heat stress.* Any person who confines an animal in an unattended, enclosed vehicle so as to cause the animal to suffer heat stress, shall be guilty of a misdemeanor punishable in accordance with Section 6-4. The animal control officer or other officer shall have the authority to remove any animal found in an enclosed vehicle that appears to be suffering from heat stress. The animal shall be provided immediate veterinary care. The animal owner or custodian shall be responsible for all expenses incurred during the removal of the animal or its subsequent treatment and impoundment.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 3, 8-19-19)

State law reference(s)—S.C. Code Ann. 47-1-40 (1976).

Sec. 6-13. Humane tethering of pets.

(a) It shall be unlawful for a person, owner, keeper, to tether, fasten, chain, tie, rope, cable, or restrain a pet to a house, tree, fence, street pole or any other stationary object except in the following instances:

(1) Tethered on the owners/caretakers private property.

(2) Tethered pursuant to requirements of a RV park, camping campground, or other recreational area that may require overnight stay.

(3) Tethered while engaged in lawful hunting event or other related animal activities.

(b) Instances where tethering is necessary/required shall be allowed as follows:

(1) The tether must be connected to the pet by a buckle-type collar or body harness made either of nylon, leather, or other non-metallic, durable material.

(2) A non-metallic tether system must be used which is connected to a single stake or similar system with a swivel top. The system must have swivel type connections on each end and must be at least 12 feet in length and allow the canine to have as close to 360 degrees circular movement as practicable.

(3) Tethering to a running line, pulley, or trolley system which is elevated no higher than seven feet off the ground in a manner that allows the tether to move freely along the length of the running line, pulley, or trolley is allowed. There must be at least 15 feet of distance between the two points. The system must allow the canine to move freely along the length without being entangled and allow the pet to have access to adequate shelter as defined in section 6-2. The area must be debris free and have usable space.

(4) Only one pet may be attached per running line, pulley or trolley system to prevent any injuries, entanglement and or strangulation.

(5) The harness and or collar must be fitted so as to not cause injury or become embedded in the pet's neck.

(6) As required by law and county ordinance, the pet must be provided adequate shelter, food and water as defined and regulated throughout section 6.

(7) The tethered pet must be no less than ten feet from the edge of any public road or sidewalk.

(8) The pet must not be tethered in a location that does not provide shade and which is continuously wet or muddy creating an unhealthy environment.

(9) No pet under the age of six months can be tethered.

(c) A violation of this section shall be a misdemeanor punishable by a fine not to exceed $500.

(Ord. No. O-19-26, § 4, 8-19-19)

Sec. 6-14. Animals in heat.

The owner or keeper of a female pet in heat shall keep it in an enclosed building or structure or veterinary hospital or kennel so as not to create a nuisance by attracting male animals.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-15. Redemption of impounded animals/fees.

(a) The owner shall be entitled to resume possession of an impounded animal, except as provided in this section, upon compliance with the rabies vaccination, proper identification and the payment of redemption fees and other expenses of confinement. The County Fee Schedule may establish lower fees if the owner elects sterilization, rabies vaccination and microchipping of the animal.

~~(b) In the case of a dangerous or vicious animal, which the owner has failed on more than one occasion to control properly, and which has been impounded, redemption may be made only with the consent of the environmental enforcement director or designee. The owner of an impounded animal must apply for the redemption of the animal.~~

~~(c) The fees for redemption shall include the current cost of the boarding fee plus:~~

~~(1) First offense$85.00~~

~~(2) Second offense$90.00~~

~~(3) Third offense$100.00~~

~~(4) Fourth offense$150.00~~

~~(5) Fifth and subsequent offenses$250.00~~

~~(d~~(b) The fees for redemption will be established in the County fee schedule as adopted by County Council.

(c) If the animal is terminally ill, critically injured or a threat to the shelter staff and/or other animals being housed at the shelter, such animal may be euthanized immediately, not withstanding the five working day holding period as specified by state law.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-16. Adoption of impounded pets.

(a) Any pet impounded under the provisions of this chapter will, at the end of the ~~detention~~holding period, have its ownership transferred to an impoundment facility or approved foster home contracted with the county or be adopted by a person deemed to be a responsible owner, who will agree to comply with the provisions of this chapter. All required fees must be paid at the time of adoption.

(b) No un-neutered pet, which has been impounded by reason of its being a stray or abandoned, shall be allowed to be adopted from the ~~animal shelter~~Pet Resource Center unless this requirement is waived by the ~~animal shelter~~Pet Resource Center on recommendation of a veterinarian or there is a contract signed agreeing to spay/neuter the pet within a specified period of time.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-17. Dead animals.

It shall be ~~unlawful~~a misdemeanor, punishable by a fine not to exceed $500 for an owner, caregiver or person possessing an animal to do any of the following:

(1) To put any dead animal or part of the carcass of any dead animal into any lake, river, creek, pond, road, street, alley, lane, lot, field, meadow or common, unless the carcass or parts of the carcass is/are buried at least four feet underground.

(2) To allow the carcass of a dead animal to be left unattended and not properly disposed of for more than 48 hours after the animals death.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-18. ~~Animals~~Pets running at large ~~and creating nuisances~~.

(a) All pets must be kept under restraint as defined by this chapter. Any pet not so restrained will be deemed running/roaming at large in the unincorporated area of the county with the exception of community cats.

(b) The owner or keeper of an un-neutered pet allowed to run at large is guilty of a misdemeanor and, upon conviction for a first offense, shall be subject to a fine not exceeding $50.00 plus court costs. Upon conviction for a second offense, the owner of keeper shall be subject to a fine not exceeding $100.00 plus court costs. Upon conviction for a third or subsequent offense, the owner or keeper shall be subject to a fine not exceeding $200.00 plus court costs or imprisonment for a term not exceeding 30 days, or both such fine and imprisonment.

(i) Any owner or keeper of an un-neutered pet charged under this subsection who has their pet neutered prior to the time of the originally set trial date or within 30 days thereafter shall be treated as the owner or keeper of a neutered pet under subsection (c) below. The burden of proving a pet has been neutered shall be on the owner or keeper of the pet.

(ii) Upon conviction, the trial judge may allow additional time to the owner or keeper to have their pet neutered and if done, subsection (c) below shall apply as to any fines. Accordingly, the trial judge may grant additional time to pay the appropriate fine under this subsection.

(c) The owner or keeper of a neutered pet allowed to run at large is guilty of a misdemeanor and, upon conviction for a first offense, shall be subject to a fine not exceeding $25.00 plus court costs. Upon conviction for a second offense, the owner of keeper shall be subject to a fine not exceeding $50.00 plus court costs. Upon conviction for a third or subsequent offense, the owner or keeper shall be s subject to a fine not exceeding $100.00 plus court costs or imprisonment for a term not exceeding 30 days, or both such fine and imprisonment. The burden of proving a pet is neutered shall be on the owner or keeper of the pet.

(d) Dogs which are participating in hunting, obedience trials, conformation shows, tracking tests, herding trials, lure courses or agility trials shall not be considered "at large."

~~(e) Notwithstanding any provision to the contrary in this chapter, the owner or keeper of any animal which habitually barks, whines or howls, or which habitually chases or runs after persons or vehicles, or which habitually runs at large or trespasses on the property of others, or which destroys, damages, soils, defiles or defecates on property of another person or legal entity, or which habitually causes annoyance to a neighboring resident and interferes with the reasonable use and enjoyment of property shall be deemed a nuisance and shall be deemed to be committing an act in violation of this section and punished as provided in section 6-4 of this chapter.~~

~~(f~~(e) For any readily identifiable pet which is found running/roaming at large, animal control officers will make reasonable attempt at the time of impoundment to return such animal to

the owner. Upon return, the owner will be issued a written warning. For subsequent violations, the animal will be subject to impoundment and the fines for neutered and un-neutered pets enumerated in subsections (b) and (c) of this section. If reasonable attempts to return an animal to the owner are unsuccessful, the animal shall be impounded.

(f) Community cats are exempt from this section.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26_, § 4, 8-19-19)

Sec. 6-19. Dogs constituting public nuisance.

(a) No owner or custodian shall fail to exercise proper care and control of his or her dog to prevent it from becoming a public nuisance. Acts deemed nuisances shall include but are not limited to the following:

(1) Chasing vehicles;

(2) Trespassing upon other's property in such a manner as to damage property;

(3) Attacking any companion animal, livestock or poultry so as to cause injury or death, unless such companion animal, livestock or poultry is trespassing upon the property on which the dog or dogs are kept;

(4) Habitually running at large;

(5) Three (3) or more convictions for running at large within two (2) years; or

(6) Attacking any human being so as to cause injury or death, subject to the exceptions set forth in section (g).

(b) The animal control officer, owner or custodian shall confine the dog until such time as the court has made a final decision in the case. If the animal control officer deems confinement necessary then the owner or custodian shall be responsible for the impound fees. However, if the owner or custodian is found not guilty of a violation of this section, the owner or custodian will not be responsible for the impound fees.

(c) Any person violating subsections (a)(1) or (a)(2) of this section shall be guilty of a misdemeanor punishable by a fine not to exceed $500, plus court costs. Any person violating subsections (a)(3), (a)(4), (a)(5) or (a)(6) of this section shall be guilty of a misdemeanor punishable by a fine not to exceed $500, plus court costs or imprisonment for a term not exceeding 30 days, or both.

(d) This section shall not apply to any person while engaged in law enforcement or search and rescue activity; in a supervised formal obedience training class or show; during formally sanctioned field trials; while engaged in lawful hunting with a dog or dogs during open season; during bona fide hunting or field trial dog training.

(e) No owner or custodian shall be found guilty of a dog constituting a public nuisance if, for the purposes of subsection (a)(6), at the time of the attack:

(1) The human being who was attacked was committing a crime upon the premises occupied by the dog's owner or custodian;

(2) The human being who was attacked was committing a willful trespass upon the premises occupied by the dog's owner or custodian;

(3) The human being who was attacked was provoking, tormenting, or physically abusing the dog or can be shown to have repeatedly provoked, tormented, abused or assaulted the dog at other times;

(4) The attacking dog was a police dog engaged in the performance of its duties as such at the time of the attack;

(5) The attacking dog was responding to pain or injury that was not caused by the human being who was attacked; or

(6) The attacking dog was protecting itself, its kennel, its offspring, its owner or custodian, or a family member, who lives at the same residence or its owner's or custodian's property from the human being who was attacked.

Sec. 6-20. Permitting domestic animals to run at large.

It shall be a misdemeanor for the owner or manager of any domestic animal of any description, except fowl, willfully or negligently to permit any such animal to run at large beyond the limits of his own land or the lands leased, occupied or controlled by him. Any owner, manager or person violating the provisions of this section shall be subject to punishment in accordance with Section 6-4.

Sec. 6-21. Allowing animals to urinate or defecate.

It shall be a misdemeanor, punishable by a find not to exceed $250 for the owner of any animal to knowingly or willingly allow such animal to urinate or defecate on any public property or on the property of another without the consent of the owner of the property, or his/her agent. Provided, however, it shall not be unlawful to allow urination or defecation by such animal within the curb or gutter area of a public street or roadway, and provided further, that defecation by an animal on public property shall not be unlawful if the owner of the animal removes the animal's excrement immediately and disposes of it in a public trash receptacle or in a public sanitary sewer or on the owner's own property in a lawful manner.

Sec. 6-22. Noise from animals.

(a) It shall be a misdemeanor for any person to allow within the county barking or other noises to be made by any animal under his ownership or control, so as to be plainly audible within a residential dwelling of one (1) or more members of the community for more than one (1) cumulative hour during any 24-hour period, provided, however this section shall not apply to the following:

a. Parcels of land of five (5) acres or more (or one or more contiguous parcels of land with the same ownership, which total at least five (5) acres)

(b) For the purpose of this section, a person shall be deemed to have "allowed" his animal to bark or create noises which are plainly audible within a residential dwelling after two (2) persons who are not members of the same household, one of whom may be a sheriff's office deputy, animal control office or litter officer, or one (1) person if there are no more

than two (2) households within seven hundred fifty (750) feet of the property line of the noise source, lodge a complaint alleging a violation of subsection (1).

(c) Notwithstanding the above provisions of this section, animal noise emanating from any commercial kennel established prior to the development of any residential property upon which such sounds may be audible, shall not be considered noises in violation of this section.

(d) This section shall be effective to the extent that it is not inconsistent with Title 46, Chapter 45 Nuisance Suits Related to Agricultural Operations, as amended, as it relates to noise from agricultural animals.

(e) A violation of this section shall constitute a misdemeanor punishable by a fine not to exceed $500, plus court costs. Each instance shall constitute a separate offence. Third or subsequent violation shall constitute a misdemeanor punishable in accordance with Section 6-4.

Sec. 6-23. Maintenance of premises used for keeping animals.

(a) Each stable, pen, coop or other place where any animal, poultry or fowl is kept shall be maintained at all times in a safe and sanitary condition so as not to constitute a nuisance. Solid and liquid waste matter shall be removed as frequently as may be necessary to prevent offensive odors and to prevent accumulations constituting a hazard to the health or safety of any person.

(b) This section shall be effective to the extent that it is not inconsistent with Title 46, Chapter 45 Nuisance Suits Related to Agricultural Operations, as amended.

(c) A violation of this section shall constitute a misdemeanor punishable in accordance with Section 6-4.

Sec. 6-24. Duties of owner.

(a) Each owner of companion animals shall provide the following:

1. Adequate feed and adequate water;
2. Adequate shelter;
3. Adequate space in the primary enclosure for the particular type of animal depending upon its age, size and weight;
4. Veterinary care when needed and to prevent suffering; and
5. Humane care and treatment.

(b) The provisions of this section shall also apply to every animal shelter and boarding kennel with respect to the animals contained therein.

(c) A violation of this section shall be a misdemeanor punishable by a fine not to exceed $500.

Sec. 6-25. Number of dogs allowed.

It shall be a misdemeanor, punishable by a fine not to exceed $250, for any person(s) or entity to own, keep or harbor more than twenty (25) dogs, four (4) months of age or older regardless of

parcel size and regardless of whether they are kept on one (1) or more tax map parcels in Spartanburg County. However, this limitation shall not apply to dog breeders licensed in accordance with this chapter or recognized pet rescue organizations as defined in this chapter, so long as all dogs have a current Bordetella vaccination. Proof of such vaccination shall be provided to an Animal Control Officer upon request.

Sec. 6-26. Protection of responsible pet ownership.

In adopting this chapter, the county council's intention is to provide control of wild pets, dangerous or vicious pets and pets whose owners assume no responsibility for their keeping and care and which destroy or damage property or constitute an active nuisance or danger to residents of the county. It is the intention of the county council that animal control officers and animal shelter personnel be alert to protect responsible pet ownership so that no pet shall be ~~destroyed~~euthanized solely by reason of a technical violation of this chapter without other considerations. Animal control officers shall be expected by the county council to exercise prudence and consideration for responsible pet ownership.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-~~20~~27. Authority of farmers.

Any farmer who finds a dog on his property in the act of chasing, charging, attacking, biting, leaping at or destroying any cattle, sheep, horses, mules, goats, hogs or domestic fowl, and which exhibits fierceness or hostility by snarling or the bearing of teeth or the bristling of hair, may kill such dog, even if such dog wears owner identification and rabies tags, if summary destruction is necessary to prevent injury to such farm stock. Any farmer acting pursuant to this section shall be deemed to be acting in furtherance of this chapter and to be vested with the authority to destroy such dogs.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

Sec. 6-~~21~~28. Wild or exotic animals.

(a) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to keep, maintain, possess, or to have under their control within Spartanburg County, any venomous reptile or any other wild or exotic animal. The prohibition of venomous reptiles and wild and exotic animals is primarily based upon a concern to protect the health, safety and welfare of the citizen of Spartanburg County.

(b) *Definition.* A wild or exotic animal shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or to one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals ~~are further defined as being~~also include those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae naturae.* Wild or exotic animals specifically do not include animals of a species customarily used in South

Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(c) *Exceptions.* The provisions of this section shall not apply to lawfully operated and located ~~pet shops,~~ zoological gardens, scientific research laboratories, circuses, fairs, any licensed or accredited educational institutions, veterinarians harboring such animals for purposes of providing professional medical treatment or wildlife rehabilitators with proper permits, provided the animals are maintained in quarters so constructed and maintained as to prevent escape.

(d) *Compliance with state and federal regulations and safe confinement.* The confinement of animals described under subsections (a) and (b) above, but exempt under subsection (c) above, must meet the regulations promulgated by the South Carolina Department of Natural Resources, the minimum standards under the Animal Welfare Act and all applicable rules promulgated by the United States Department of Agriculture. In addition to meeting the animal minimum standards, all such venomous reptiles and all such wild or exotic animals shall be confined, restrained and controlled in such a manner so the physical safety, or property, of any person lawfully entering the premises shall not be endangered; this shall specifically require fully enclosed quarters for the animal so constructed as to prevent escape.

(e) *Wild animals on public rights-of-way.* Animals described under subsections (a) or (d) above, but exempt under subsections (c) or (d) above, shall not be allowed on any public street, sidewalk, or other public way, except in a fully enclosed cage or adequate structural restraint. The use of a leash, with or without a muzzle, shall not be considered adequate restraint.

(f) *Notice requirement of wild/exotic animals owned prior to effective date of ordinance.* The owner of any wild or exotic animal(s) shall have 90 days from the effective date of the ordinance to notify Spartanburg County ~~Environmental Enforcement~~Animal Control of the ownership of such wild or exotic animal and be required to provide the owner's name, type of animal and location of the animal(s).

(g) A violation of this section shall be a misdemeanor punishable in accordance with Section 6-4.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26, § 4, 8-19-19)

Sec. 6-~~22~~29. Incorporation of state law on dogs and animals.

Notwithstanding any provision of this chapter to the contrary, the animal control officer shall be empowered to enforce the provisions of state law set forth under S.C. Code 1976, tit. 47, chs. 1, 3, 5 and 7. The animal control officer shall also be empowered to enforce the provision of state law set forth under Title 51, Chapter 3, Section 145 Paragraph P [S.C. Code 1976, § 51-3-145(P)] regarding bringing dogs and other animals into county parks and facilities. The above code sections of South Carolina law are incorporated by reference as if fully stated herein. By virtue of the incorporation of state law into this chapter, the animal control officer shall be empowered to issue a uniform summons to the owner or keeper of an animal or to any person violating any provision of state law incorporated into this chapter.

(Ord. No. O-12-01, 1-23-12; Ord. No. O-19-26 , § 4, 8-19-19)

ARTICLE II – DANGEROUS AND VICIOUS ANIMALS

Sec. 6-50. Keeping dangerous or vicious animals.

(a) No person owning or harboring or having the care or the custody of a dangerous or vicious animal may permit the animal to go unconfined on the premises of the owner or keeper. A dangerous animal is "unconfined" as the term is used in this chapter if the animal is not securely confined indoors or confined in a securely enclosed and locked pen, cage or enclosed area. The pen, cage or enclosed area also must have sides sufficiently high to keep the animal from escaping. If the pen, cage or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one foot. However, the provisions of this section shall not apply to any dog that is owned by a licensed security company and is on patrol in a confined area.

(b) Any animal which has been determined to be a dangerous or vicious animal may be impounded and may not be redeemed unless such redemption is authorized by the director of the Pet Resource Center or such other employee as designated by the County Administrator.

State law reference(s)—S.C. Code Ann. 47-3-720 (1976).

Sec. 6-51. Dangerous animal not permitted beyond premises unless safely restrained.

No person owning or harboring or having the care of a dangerous animal may permit the animal to go beyond his premises unless the animal is safely restrained and the requirements of Section 6-54(e) are met.

State law reference(s)—S.C. Code Ann. 47-3-730 (1976).

Sec. 6-52. Owning or harboring animal for fighting or attacking humans or domestic animals prohibited; selling, breeding, buying or attempting to buy, or intent to do same, prohibited; exceptions.

(a) No person may own or harbor an animal for the purpose of fighting or train, torment, badger, bait, or use an animal for the purpose of causing or encouraging the animal to unprovoked attacks upon human beings or domestic animals.

(b) No person may possess with intent to sell, offer for sale, breed, or buy or attempt to buy a known dangerous animal; however, this subsection does not apply to a person who is licensed to possess and breed an animal under the classifications specified and regulated by the United States Department of Agriculture under the Animal Welfare Act as codified in Title 7 of the United States Code.

State law reference(s)—S.C. Code Ann. 47-3-740 (1976).

Sec. 6-53. Seizure and impoundment of dangerous animal.

(a) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or cared for in violation of Section 6-50, 6-52 or 6-54(E), the agent or officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(b) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or housed in violation of Section 6-51, the agent or officer may seize and impound the dangerous animal while the trial is pending.

(c) If a dangerous animal is seized in accordance with Subsection (b) above, the officer shall file a petition with the court having jurisdiction seeking an order declaring the animal is dangerous or vicious. An owner of an animal declared dangerous or vicious shall comply the provisions of Section 6-54(c) through (e) as ordered by the court.

State law reference(s)—S.C. Code Ann. 47-3-750 (1976).

Sec. 6-54. Penalties; payment of expenses; registration of dangerous animals.

(a) A person who violates Section 6-50 or 6-51 or subsection (E) of this section or who is the owner of a dangerous animal which attacks and injures a domestic animal is guilty of a misdemeanor and, upon conviction, for a first offense, must be fined not more than two hundred dollars or imprisoned not more than thirty days and, upon conviction of a subsequent offense, must be fined five hundred dollars none of which may be suspended or remitted.

(b) A person who is the owner of a dangerous animal which attacks and injures a human being in violation of this chapter or a person who violates Section 6-52 is guilty of a misdemeanor and, upon conviction, must be punished in accordance with Section 6-4;

(c) A dangerous or vicious animal which attacks a human being or domestic animal may be ordered destroyed when in the court's judgment the dangerous animal represents a continuing threat of serious harm to human beings or domestic animals.

(d) A person found guilty of violating this article shall pay all expenses, including, but not limited to, shelter, food, veterinary expenses for boarding and veterinary expenses necessitated by the seizure of an animal for the protection of the public, medical expenses incurred by a victim from an attack by a dangerous animal, and other expenses required for the destruction of the animal.

(e) A person owning a dangerous animal shall register the animal with Animal Control for the county in which the owner resides. The registration application must be accompanied by proof of liability insurance of at least two hundred and fifty thousand dollars insuring the owner for personal injuries inflicted by the dangerous animal. In addition, the following requirements must be met:

1. The owner registering the dangerous animal must promently display warning sign providing to kennel
2. The owner a metal license tag and a certificate. The metal license tag at all times must be attached to a collar or harness worn by the dangerous animal for which the certificate and tag have been issued.
3. Provisions of the County's Dangerous Dog Policy as established by Animal Control and approved by the County Administrator.

(f) Nothing in this chapter is designed to abrogate any civil remedies available under statutory or common law.

State law reference(s)—S.C. Code Ann. 47-3-760 (1976).

Sec. 6-55. When person is lawfully on premises; authority to use force to repel attack by dangerous animal when lawfully on premises; no liability for action taken to repel or restrain unprovoked attack of dangerous animal.

(a) A person lawfully is upon the premises of the owner within the meaning of this article when he is on the premises in the performance of a duty imposed upon him by the laws of this State, by the laws or postal regulations of the United States, when he is on the premises upon invitation, expressed or implied, of the owner, or when he is in the performance of a duty relative to public safety, which includes policemen, firemen, or other authorized personnel including but not limited to building inspectors and county assessors. A person may ingress to and egress from the premises for a purpose connected with the performance of the public safety duty.

(b) A person who lawfully is on the owner's premises and who is attacked by a dangerous animal or witnesses the attack may use reasonable force to repel the attack. A person is not liable in damages or otherwise for action to repel or action taken to restrain or control an animal from an unprovoked attack.

State law reference(s)—S.C. Code Ann. 47-3-770 (1976).

ARTICLE III – BREEDERS

Sec. 6-90. Dog Breeder License Required.
All persons engaged in breeding as a business, occupation, or profession shall obtain a county dog breeder license from Spartanburg County Animal Control. It shall be unlawful for a dog breeder to fail to obtain a county dog breeder license.

For the purposes of this Section, "engaged in breeding as a business, occupation, or profession" means having at least one (1) unaltered female dog on a premises and producing at least one (1) litter of puppies to sell within a twelve (12) month period.

Sec. 6-91. Requirements to Obtain Dog Breeders License.

1. Applicants must provide proof that all dogs at least four (4) months of age and older on the breeder's premises have received a rabies vaccination.

2.. Animal Control, through its Animal Control Officers, shall conduct an annual inspection of breeder's property prior to issuing the annual license.

3. During an inspection, an Animal Control Officer will be looking for the following:

a. Adequate care

b. Adequate exercise

c. Adequate feed

d. Adequate shelter

e. Adequate space

f. Adequate water

g. Maintenance of the premises as required by Section 6-23

h. The premises must be set up in such a manner as to prevent the public and stray animals from obtaining entrance into or gaining contact with any breeding pairs, unaltered females, and litters intended for sale.

4. A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty or to any other applicants that reside at the same address.

5. A License application should be submitted prior to any litter being delivered. Failure to timely register under this ordinance may result in additional penalties.

6. A dog breeder license shall expire one year after the date of issue and is not transferrable to another person or location.

7. The inspection fee for a county dog breeder license will be established in the County fee schedule as adopted by County Council. If not in compliance, a Reinspection fee will be charged as established in the County fee schedule as adopted by County Council.

8. Any violations found under the provisions of this Chapter shall be grounds for the suspension of the dog breeder license if deemed necessary by the Animal Control. In lieu of suspension of the license, the Animal Control Officer may provide thirty (30) days to remedy the violations.

9. The dog breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until a new license is issued.

ARTICLE V – SELLING PETS

Sec. 6-100. Selling Pets.

No person may sell, offer for sale, trade, barter, auction, lease, rent, or display for any commercial purpose, any dog or cat on any roadside, public right-of-way, public property, commercial or institutional parking lot, sidewalk, or at any, fair, or carnival. A violation of this provision is a misdemeanor punishable by a fine not to exceed $500.

SECTION 2: The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

SECTION 3: This Ordinance shall take effect upon third reading approval.

[*Signature Page to Follow*]

ADOPTED this ____ day of _____, 2025.

SPARTANBURG COUNTY COUNCIL

BY: _____
A. MANNING LYNCH

Chairman

ATTEST:

_____
B. Cole Alverson
Spartanburg County Administrator

First Reading:
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND AMONG SPARTANBURG COUNTY, SOUTH CAROLINA, AIRSYS COOLING TECHNOLOGIES, INC., AND SACRED MOUNTAIN LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on December 9, 2024, an inducement resolution (the "Inducement Resolution") with respect to certain proposed investment by Airsys Cooling Technologies, Inc. and Sacred Mountain LLC (together, the "Company") (which was known to the County at the time as "Project HQ 2024"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing and headquarters facility in the County (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $41,222,000, but not less than $32,977,600, in the County and the creation of approximately 215 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the "Fee Agreement"), whereby the County would

provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

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

Section 3. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be

invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 19th day of May, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Clerk to Council

First Reading: March 17, 2025
Second Reading: April 21, 2025
Third Reading: May 19, 2025
Public Hearing: April 21, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk to County Council of Spartanburg County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of March 17, 2025, April 21, 2025, and May 19, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Spartanburg County Council

Dated: May 19, 2025

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

By and Among

SPARTANBURG COUNTY, SOUTH CAROLINA,

AIRSYS COOLING TECHNOLOGIES, INC.,

and

SACRED MOUNTAIN LLC

Dated as of May 19, 2025

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

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

Company Names:	**Airsys Cooling Technologies, Inc. and Sacred Mountain LLC**	**Project Code Name:**	**Project HQ 2024**
Projected Investment:	**$41,222,000**	**Projected Jobs:**	**215**
Location (street):	**6228 SC 101 Woodruff, SC 29388**	**Tax Map No.:**	**4-18-00-066.00**
1. FILOT			
Required Investment:	$32,977,600	Required Jobs:	N/a
Investment Period:	5 years	Ordinance No./Date:	May 19, 2025
Assessment Ratio:	6%	Term (years):	30
Millage:	.4526	Net Present Value (if yes, discount rate):	N/a
Adjustable or fixed millage:	Adjustable		
Clawback information:	See Section 4.03. If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will terminate retroactively.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Spartanburg/Cherokee- April 20, 2009		
3. SSRC			
Total Amount:	$700,000		
No. of Years	3 years		
Yearly Increments:	$250,000 in Year 2; $250,000 in Year 3; and $200,000 in Year 4		
Clawback information:	See Section 4.02. Pro rata reduction of SSRC for a given year if Threshold Fee Amount not met with respect to such year.		
4. Other information			

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "*Fee Agreement*") is made and entered into as of May 19, 2025 by and among **SPARTANBURG COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Spartanburg County Council (the "*County Council*") as the governing body of the County, **AIRSYS COOLING TECHNOLOGIES, INC**., a corporation organized and existing under the laws of the State of South Carolina, and **SACRED MOUNTAIN LLC** a limited liability company organized and existing under the laws of the State of South Carolina (together, the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a manufacturing and headquarters facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on May 19, 2025, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean Airsys Cooling Technologies, Inc, a South Carolina corporation and Sacred Mountain LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $32,977,600 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Spartanburg County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Spartanburg County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Spartanburg County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Spartanburg County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Spartanburg County Council, the governing body of the County.

"County Treasurer" shall mean the Spartanburg County Treasurer, or the person holding any successor office of the County.

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

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

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

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

"Fee Agreement" shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

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

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Standard Investment Period.

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

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

"MCIP Agreement" shall mean the Agreement for Development for Joint County Industrial Park dated as of April 20, 2009, as amended, between the County and Cherokee County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

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

"Scheduled Special Source Revenue Credit" shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Threshold Fee Amount" shall have the meaning set forth with respect to such term in Section 4.02(a) hereof.

"Threshold Overage Amount" shall have the meaning set forth with respect to such term in Section 4.02(b) hereof.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is .4526 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2024, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of .4526 mills which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for each of the following years of payments under this Fee Agreement, in the amounts stated (the "*Scheduled Special Source Revenue Credits*"):

Property Tax Years	Amount of Scheduled Special Source Revenue Credit
2	$250,000
3	$250,000
4	$200,000

; provided, in the event the FILOT Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount set forth in the corresponding property tax year set forth in Exhibit C attached hereto (the "*Threshold Fee Amount*"), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced on a *pro rata* basis, and shall be equal to the product of the Scheduled Special Source Revenue Credit for such year multiplied by a fraction, the numerator of which shall be the actual amount of FILOT Payment due for such year (prior to the application of any Special Source Revenue Credit), and the denominator of which shall be the Threshold Fee Amount for such year. By way of illustration, only, if the Scheduled Special Source Revenue Credit for such year equals $150,000 ("X"), the actual Payment in Lieu of Tax due for such year (prior to any Special Source Revenue Credit offset) equals $160,000 ("Y"), and the Threshold Fee Amount for such year equals $190,000 ("Z"):

Permitted Special Source Revenue Credit = $160,000 (Y) / $190,000 (Z) times $150,000 (X)

(b) The Company hereby acknowledges, for purposes of the Special Source Revenue Credits offered hereunder and the computations expressed in the preceding paragraph, that the Company shall not be entitled to any additional credit, either for the year in question or with respect to any carry forwards for succeeding years, in the event actual FILOT Payments in any year shall exceed the Threshold Fee Amount for such year (a "*Threshold Overage Amount*"), nor may any *pro rata* reductions of the Scheduled Special Source Revenue Credit made pursuant to the preceding paragraph in any year be recouped in any subsequent year by virtue of any Threshold Overage Amounts.

(c) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(d) In no event shall the aggregate amount of Special Source Revenue Credits provided to the Company exceed, at any point in time, the aggregate amount of expenditures incurred by the Company in respect of the Infrastructure. As a condition to the Special Source Revenue Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Auditor and the County Treasurer with a certification as to compliance with the provisions of the preceding sentence. Such certification shall be in substantially the form attached hereto as Exhibit D, and shall be due no later than the May 1 following the immediately preceding December 31 of each year as to which any Special Source Revenue Credit shall relate.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other

political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of *ad valorem* taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Standard Investment Period.

(c) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project and the cumulative number of new, full-time jobs created by the Company with respect to the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period; provided, that this requirement shall be considered waived in any year in which the Company has provided copies of its PT-300 Filing (or successor form) with the aforementioned individuals.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is

disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall

not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably

acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Airsys Cooling Technologies, Inc.
Attn: Bruce Luna
7820 Reidville Road, Suite 100
Greer, SC 29651

Sacred Mountain LLC
Attn: Bruce Luna
7820 Reidville Road, Suite 100
Greer, SC 29651

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: Frank Davis
ONE North Main St., 2nd Floor
Greenville, SC 29601

If to the County:

Spartanburg County
Attn: County Administrator
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

With a copy to:

Spartanburg County Attorney
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other

such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signature

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

[End of Article VII]

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

SPARTANBURG COUNTY, SOUTH CAROLINA

_____

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____

Angela G. Walker
Clerk to Spartanburg County Council

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

AIRSYS COOLING TECHNOLOGIES, INC.

_____

By: _____

Its: _____

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

SACRED MOUNTAIN LLC

_____

By: _____

Its: _____

[Signature Page 3 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels, or lots of land located off S.C. Highway 101, Woodruff, Spartanburg County, South Carolina, being shown and designated as 16.11 acres, more or less, and 42.29 acres, more or less, on Combination Survey of TMS p/o 4-18-00-062.00 16.11 ac. & TMS 4-18-00-066.00 42.29 ac, containing 58.40 acres total, 6228 Hwy 101, Woodruff, South Carolina, Spartanburg County, for Palmetto Corp, by Palmetto Corp Land Surveying Division, dated December 21, 2021, and recorded in Plat Book 182, page 277, Register of Deeds for Spartanburg County, South Carolina. Said plat is incorporated herein for a more full and complete description as to the metes and bounds of said property.

AND ALSO:

All that certain piece, parcel, or lot of land lying, situate, and being in the County of Spartanburg, State of South Carolina, being shown and designated as Tract 2, containing 3.87 acres, more or less, on a Property Exchange Survey for Highway 101 Industrial MD, LLC & James Daniel Wilson, by Lavender, Smith & Associates, Inc., dated September 5, 2024, and recorded in Plat Book 186, page 300 in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat of survey in aid of description.

LESS AND EXCEPT:

All that certain piece, parcel, or lot of land lying, situate, and being in the County of Spartanburg, State of South Carolina, being shown and designated as Tract 1, containing 2.51 acres, more or less, on a Property Exchange Survey for Highway 101 Industrial MD, LLC & James Daniel Wilson, by Lavender, Smith & Associates, Inc., dated September 5, 2024, and recorded in Plat 186 at page 300 in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat of survey in aid of description.

Spartanburg County TMS # 4-18-00-066.00

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of May 19, 2025 between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

_____
Name:_____
Its:_____

EXHIBIT C

THRESHOLD FEE AMOUNTS

2025	$788,121
2026	$1,068,480
2027	$1,033,829

EXHIBIT D

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of May 19, 2025 between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

_____

Name:_____

Its:_____

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN UNION COUNTY AND SPARTANBURG COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN UNION COUNTY AND SPARTANBURG COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AND OTHER MATTERS RELATED THERETO.

Enacted: [_____] __, 2025

WHEREAS, Spartanburg County, South Carolina ("Spartanburg County") and Union County, South Carolina ("Union County", and Spartanburg County and Union County, collectively, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Spartanburg County proposes to enter into an agreement with Union County to develop jointly an industrial and business park within Union County and Spartanburg County, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Act");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF SPARTANBURG COUNTY:

Section 1. Spartanburg County is hereby authorized to jointly develop an industrial and business park (the "Park") with Union County, with the consent of any applicable municipality (to the extent required by the Act).

Section 2. Spartanburg County will enter into a written agreement to develop the Park jointly with Union County in substantially the form attached hereto as Exhibit A, which is incorporated herein by reference (the "Park Agreement"). By enactment of this Ordinance, the Spartanburg County Council hereby approves the Park Agreement and all of its terms, provisions and conditions. The Spartanburg County Administrator is hereby authorized to execute the Park Agreement on behalf of Spartanburg County, with such changes as he shall deem, upon advice of counsel, necessary or desirable and which do not materially alter the agreements set forth therein.

Section 3. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Spartanburg County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Spartanburg County. The portion of such fee allocated pursuant to the Park Agreement to Union County shall be thereafter paid by the Treasurer of Spartanburg County to the Treasurer of Union County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Union County. With respect to properties located in the Union County

portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Union County. The portion of such fee allocated pursuant to the Park Agreement to Spartanburg County shall thereafter be paid by the Treasurer of Union County to the Treasurer of Spartanburg County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Spartanburg County.

Section 4. The ordinances and regulations of Spartanburg County concerning zoning, health and safety, and building code requirements apply to the Park properties in Spartanburg County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Union County concerning zoning, health and safety, and building code requirements apply to the Park properties in Union County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply.

Section 5. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Spartanburg County is vested with the Spartanburg County Sherriff's Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Union County is vested with the Union County Sheriff's Department. If any of the Park properties located in either Spartanburg County or Union County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. The revenues generated from industries or businesses to be retained by Spartanburg County pursuant to the Park Agreement shall be distributed within Spartanburg County by Spartanburg County in accordance with ordinances passed by Spartanburg County from time to time. All political subdivisions in Spartanburg County not listed by such ordinances as receiving such revenues shall receive zero percent (0%) of such revenues. Notwithstanding the foregoing or anything herein to the contrary: (i) all taxing entities which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties, (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) Spartanburg County may, by ordinance, amend the distribution of the fee in lieu of tax payments to all taxing entities.

Section 7. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Spartanburg County Code of Ordinances or other Spartanburg County ordinances or resolutions, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

Section 8. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 9. This Ordinance is effective upon third reading.

[signature page follows]

ENACTED in meeting duly assembled this __ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Clerk to Council

First Reading: _____ __, 20__
Public Hearing: _____ __, 20__
Second Reading: _____ __, 20__
Third Reading: _____ __, 20__

Exhibit A

Form of Park Agreement

[see attached]

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF UNION	)	JOINT COUNTY INDUSTRIAL AND
	)	BUSINESS PARK (2025 PARK)
COUNTY OF SPARTANBURG	)	

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Union County, South Carolina ("Union County") and Spartanburg County, South Carolina ("Spartanburg County"), dated as of _____ __, 2025, is made and entered into by and between Union County and Spartanburg County (collectively, the "Counties"), both political subdivisions of the State of South Carolina, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended (collectively, the "Act").

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities, and to increase the tax bases of the Counties, there should be established a Joint County Industrial and Business Park (2025) in the Counties (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended, satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) As of the date of this Agreement, the Park consists of property located in Union County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Union County Council and Spartanburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Union County Council and by Spartanburg County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Union County Council and by Spartanburg County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Union County and Spartanburg County, respectively, at least once and not less than fifteen (15) days prior to such hearing.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Union County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

If property is located in Union County:

A.	Union County	100%
B.	Spartanburg County	0%

If property is located in Spartanburg County:

A.	Union County	0%
B.	Spartanburg County	100%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

If property is located in Union County:

A.	Union County	99%
B.	Spartanburg County	1%

Any payment by Union County to Spartanburg County of its allocable share of the fees-in-lieu of taxes from the Park as set forth above shall be made not later than ten (10) business days after the end of the calendar quarter in which Union County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Union County shall not be obligated to pay to Spartanburg County more than Spartanburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

If property is located in Spartanburg County:

A.	Union County	1%
B.	Spartanburg County	99%

Any payment by Spartanburg County to Union County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than ten business (10) days after the end of the calendar quarter in which Spartanburg County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Spartanburg County shall not be obligated to pay to Union County more than Union County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.**

(A) Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Union County and Spartanburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

(B) Revenues allocable to Spartanburg County by way of fees in lieu of ad valorem taxes generated from properties located in the Union County portion of the Park shall be distributed solely to Spartanburg County. Revenues allocable to Union County by way of fees in lieu of ad valorem taxes generated from properties located in the Spartanburg County portion of the Park shall be distributed solely to Union County.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Union County or Spartanburg County into any one or more negotiated fee-in-lieu of tax agreements or infrastructure (special source revenue credit) agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Union County and Spartanburg County, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in either of the Counties pursuant to Section 59-20-20(3), Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Union County and Spartanburg County and to each of the taxing entities within the Counties shall be identical to the percentage established for the allocation of revenue received and retained by the Counties and by each of the participating taxing entities therein pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Union County or Spartanburg County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Ordinance and Law Enforcement Jurisdiction.** The ordinances of Union County and Spartanburg County, and any applicable municipality, concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Union County and Spartanburg County. Furthermore, the Sherriff's Departments of Union County and Spartanburg County as well as any police department of any applicable municipality will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Union County and Spartanburg County.

11. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

12. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

14. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Union County and Spartanburg County agree that this Agreement may not be terminated by either party for a period of fifty (50) years commencing with the effective date hereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals as of this ___ day of _____, 2025.

UNION COUNTY, SOUTH CAROLINA

By: _____
County Supervisor
Union County, South Carolina

(SEAL)

ATTEST:

_____
Clerk to County Council
Union County, South Carolina

WITNESS our hands and seals as of this __ day of _____, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

By: _____
County Administrator
Spartanburg County, South Carolina

(SEAL)

ATTEST:

_____
Clerk to County Council
Spartanburg County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

Union County Property

UNION COUNTY TMS: 016-00-00-041 000

Spartanburg County Property

None.

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. _____**
COUNTY OF SPARTANBURG)

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF TWO FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN SPARTANBURG COUNTY, SOUTH CAROLINA AND (I) AS TO THE FIRST FEE IN LIEU OF TAX AGREEMENT, VALARA HOLDINGS LLC AND (II) AS TO THE SECOND FEE IN LIEU OF TAX AGREEMENT, VALARA HOLDINGS LLC, BCDC LLC (SERIES 1), HPC HOLDCO LLC, AND DC2 SERVICES LLC (SERIES 2), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on February 17, 2025 an inducement resolution (the Inducement Resolution") with respect to certain proposed investment by Valara Holdings LLC, BCDC LLC (Series 1), HPC Holdco LLC, and DC2 Services LLC (Series 2) (collectively the "Company") (which was known to the County at the time as "Project MOC-1"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a high performance computing facility in the County (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $2,756,660,000.00, of which (i) approximately $1,850,000,000 but not less than $1,480,000,000 shall be personal property and (ii) approximately $906,660,000 but not less than $725,328,000 shall be real property and Improvements, in the County and the expected, but not required, creation of approximately 27 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a)] enter into two FILOT Agreements with the Company (the "Fee Agreements"), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreements which the County proposes to execute and deliver; and

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreements were set out in this Ordinance in their entirety. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreements to be delivered to the Company and cause a copy of the same to be delivered to the Spartanburg County Auditor and Assessor. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreements now before this meeting.

Section 3. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 19th day of May, 2025.

SPARTANBURG COUNTY, SOUTH CAROLINA

(SEAL)

_____
B. Cole Alverson
County Administrator

ATTEST:

_____
Angela G. Walker
Clerk to Spartanburg County Clerk to Council

First Reading: March 17, 2025
Second Reading: April 21, 2025
Third Reading: May 19, 2025
Public Hearing: April 21, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, the undersigned Clerk to County Council of Spartanburg County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval, by the County Council at its meetings of March 17, 2025, April 21, 2025, and May 19, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Spartanburg County Council

Dated: May 19, 2025

FEE IN LIEU OF TAX AGREEMENT

Between

SPARTANBURG COUNTY, SOUTH CAROLINA

and

VALARA HOLDINGS LLC
BCDC LLC (SERIES 1)
HPC HOLDCO LLC
DC2 SERVICES LLC (SERIES 2)

Dated as of May 19, 2025

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FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	**Valara Holdings LLC** **BCDC LLC (Series 1)** **HPC Holdco LLC** **DC2 Services LLC (Series 2)**	**Project Code Name:**	**Project MOC-1**
Projected Investment:	**$1,850,000,000**	**Projected Jobs:**	**27**
Location (street):	**4000 S. Pine Street, Spartanburg, SC**	**Tax Map No.:**	**7-18-00-061.00** **7-18-00-061.01** **7-18-00-061.02** **7-18-00-087.01**
1. FILOT			
Required Investment:	$1,480,000,000	Required Jobs:	n/a
Investment Period:	10 years	Ordinance No./Date:	[ ] / May 19, 2025
Assessment Ratio:	4%	Term (years):	40 years
Millage:	0.425	Net Present Value (if yes, discount rate):	n/a
Adjustable or fixed millage:	Fixed		
Clawback information:	See Section 4.03. The Fee Agreement is retroactively terminated if the Contract Minimum Investment Requirement is not met during the Enhanced Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park dated November 20, 2006, by and between Union County and Spartanburg County		
3. SSRC			
Total Amount:	If the payment exceeds $2,000,000, the special source revenue credit necessary to achieve a maximum FILOT Payment of $2,000,000		
No. of Years	40 years		
Yearly Increments:	The special source revenue credit necessary to achieve a maximum FILOT Payment of $2,000,000		
Clawback information:	N/A		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the "*Fee Agreement*") is made and entered into as of May 19, 2025 by and between **SPARTANBURG COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Spartanburg County Council (the "*County Council*") as the governing body of the County, and **VALARA HOLDINGS LLC**, a limited liability company organized and existing under the laws of the State of Delaware, **BCDC LLC (SERIES 1)**, a series limited liability company organized and existing under the laws of the Marshall Islands, **HPC HOLDCO LLC**, a limited liability company organized and existing under the laws of the Marshall Islands, and **DC2 SERVICES LLC (SERIES 2)**, a series limited liability company organized and existing under the laws of the State of Delaware (collectively, the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a high performance computing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created

with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on May 19, 2025, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean Valara Holdings LLC, a limited liability company organized and existing under the laws of the State of Delaware, BCDC LLC (Series 1), a series limited liability company organized and existing under the laws of the Marshall Islands, HPC Holdco LLC, a limited liability company organized and existing under the laws of the Marshall Islands, and DC2 SERVICES LLC (Series 2), a series limited liability company organized and existing under the laws of the State of Delaware, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $1,480,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Spartanburg County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Spartanburg County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Spartanburg County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Spartanburg County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Spartanburg County Council, the governing body of the County.

"County Treasurer" shall mean the Spartanburg County Treasurer, or the person holding any successor office of the County.

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

"Enhanced Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date.

"Enhanced Minimum Investment Requirement" shall mean either (a) aggregate investment by the Company and any Sponsor Affiliates in the Project of at least four hundred million dollars ($400,000,000) or (b)(i) investment by the Company and any Sponsor Affiliates in the Project of at least one hundred fifty

million dollars ($150,000,000) and (ii) creation of at least one hundred twenty-five (125) new, full-time jobs at the Project.

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

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

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

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Enhanced Investment Period, unless the provisions of Section 4.03(b) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period.

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

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

"MCIP Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park dated as of November 20, 2006, as amended, between the County and Union County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

"Project" shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

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

"Scheduled Special Source Revenue Credit" shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of

the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.425 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) Valara Holdings LLC is organized and in good standing under the laws of the State of Delaware, BCDC LLC (Series 1), is organized and in good standing under the laws of the Marshall Islands, HPC Holdco LLC, is organized and in good standing under the laws of the State of Marshall Islands, and DC2 Services LLC (Series 2), is organized and in good standing under the laws of the State of Delaware. Each are duly authorized to transact business in the State, to the extent required by South Carolina law, each have power to enter into this Fee Agreement, and each have duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of high performance computing, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2026.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of four percent (4%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 0.425 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for each of the following years of payments under this Fee Agreement, in the amounts stated (the "*Scheduled Special Source Revenue Credits*"): in the years that the FILOT payment exceeds $2,000,000, the special source tax credit necessary to achieve a maximum fee payment of $2,000,000.

(b) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the personal property portion of the Project. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(c) In no event shall the aggregate amount of Special Source Revenue Credits provided to the Company exceed, at any point in time, the aggregate amount of expenditures incurred by the Company in respect of the Infrastructure. As a condition to the Special Source Revenue Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Auditor and the County Treasurer with a certification as to compliance with the provisions of the preceding sentence. Such certification shall be in substantially the form attached hereto as Exhibit C, and shall be due no later than the May 1 following the immediately preceding December 31 of each year as to which any Special Source Revenue Credit shall relate.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

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

(b) In the event the Company, together with any Sponsor Affiliates, shall fail to meet the Enhanced Minimum Investment Requirement by the end of the Enhanced Investment Period, then beginning with the FILOT Payment due January 15 of the second (2nd) year following the final year of the Enhanced Investment Period, the FILOT Payments shall be prospectively computed in the manner set forth in Section 4.01(a) hereof, except that an assessment ratio of six percent (6%) shall be substituted for four percent (4%). Further, in such event, (A) the Company and any Sponsor Affiliates shall make, or cause to be made, payment to the County of (i) an amount equal to the difference between the FILOT Payments theretofore made by the Company and such Sponsor Affiliates with respect to the portions of the Project placed in service during the Standard Investment Period and the FILOT Payments which would have been theretofore due from the Company and such Sponsor Affiliates with respect to the Project had the assessment ratio been applied at six percent (6%), plus (ii) an amount equal to the Deficiency Amount with respect to the remaining portion of the Project (that is, the portion placed in service after the Standard Investment Period), with interest on such Deficiency Amount at the statutory rate for the late payment of *ad valorem* taxes, and (B) the Investment Period hereunder shall be deemed to be the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Enhanced Investment Period.

(c) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached

hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period; provided, that this requirement shall be considered waived in any year in which the Company has provided copies of it PT-300 filing (or successor form) with the aforementioned parties.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining

in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. Notwithstanding the foregoing, all such rights of examination and inspection shall be (i) exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, (ii) exercised only in the presence of a designated representative of the Company, and (iii) subject to such reasonable procedures, conditions, and restrictions as the Company may prescribe to protect its operations, proprietary information, and business interests, and shall at all times be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

To the extent required by South Carolina law, each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Valara Holdings LLC
BCDC LLC (Series 1)
HPC Holdco LLC
DC2 Services LLC (Series 2)
Attn: NMS Tax Department
4000 S. Pine Street
Spartanburg, SC 29302

With a copy to:

Johnson Smith Hibbard & Wildman Law Firm, LLP
Attn: Daniel Craig
Post Office Box 5587
Spartanburg, South Carolina 29304-5587

If to the County:

Spartanburg County
Attn: County Administrator
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

With a copy to:

Spartanburg County Attorney
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

Section 7.02 Binding Effect

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

entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

SPARTANBURG COUNTY, SOUTH CAROLINA

_____

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____

Angela G. Walker
Clerk to Spartanburg County Council

[Signature Page 1 to Fee in Lieu of Tax Agreement]

Valara Holdings LLC

By: _____
Name: _____
Its: _____

BCDC LLC (Series 1)

By: _____
Name: _____
Its: _____

HPC Holdco LLC

By: _____
Name: _____
Its: _____

DC2 Services LLC (Series 2)

By: _____
Name: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

ALL those tracts or parcels of land located southeast of the City of Spartanburg, in Spartanburg County, State of South Carolina, being on the Southern Railway, which property is shown and designated as Tracts No. 1 and No. 1-A, on a plat prepared for Kohler Co., by Piedmont Engineering Service, dated 10 December, 1955, recorded in Plat Book 33 at Pages 404-407, and being more particularly described as follows: BEGINNING at a point in the center of the Southern Railway tracks, which point is also in the center of a County road running between S. C. Highway No. 34 and U. S. Highway No. 176, and running thence N. 44-00 E. 105.6 feet with the center of said County road; thence N. 63-51 E. 974.4 feet with the center of said County road; thence N. 74- 17 E. 148 feet to a point in the center of said County Road; thence S. 50-15 E. 385 feet to a point; thence S. 50-15 E. 620 feet to a point in the center of Southern Railway tracks; thence with the center of said Railway tracks the following courses and distances: N. 71-43 W. 99.9 feet to a point; thence N. 76-02 W. 220.1 feet to a point; thence N. 80-37 W. 218.1 feet to a point; thence N. 84- 47 W. 211.4 feet to a point; thence N. 88-45 W. 203.2 feet to a point; thence S. 87-40 W. 164.5 feet to a point; thence S. 86-59 W. 712.4 feet to the Beginning.

Tract No. 1 contains 8.4 acres, more or less, and Tract No. 1-A contains 1.9 acres, more or less. Said property is bounded on the North by the County Road, on the East by Tract No. 2 as shown on said Kohler Co., plat, on the South by Southern Railway Company, and on the West by said County Road.

ALSO: the grantor's right, title and interest in and to the property within the right-of-way of the Southern Railway Company.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 2:

ALL that tract of land located between the Southern Railway track and U.S. Highway No. 176 near Camp Croft, County of Spartanburg, State of South Carolina, shown as Tract Nos. 2 and 3 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the right-of-way of U.S. Highway No. 176 and S.C. Highway No. 9 and running thence S. 18-32 E. 471.1 ft. to a point; thence S. 52-19 E. 371 ft. to point; thence S. 43-41 E. 153.8 ft. to a point; thence S. 40-09 W. 1273.3 ft. to a point in the center of the right-of-way of Southern Railway Company; thence with the center of the said Railroad right-of-way the following courses and distances: N. 53-09 W. 545.5 ft.; N. 54-48 W. 208.2 ft.; N. 58-55 W. 215.3 ft.; N. 62-58 W. 216.5 ft.; N. 67-01 W. 220.8 ft.; N. 71-43 W. 121.9 ft. to last point in center of the said Railroad right-of-way; thence N. 50-15 W. 620 ft. to point in center of intersection of two roads, one of which is designated "County Road" and the other "Dirt Road"; thence N. 80-17 E. with the center of the County Road 1271.8 ft. to a point; thence N. 76-44 E. 383.3 ft. to a point; thence N. 73-12 E. 389.7 ft. to the corner of Tract 3-A; thence S. 17-55 E. 118.6 ft. to southwest corner of tract 3-A; thence. N. 72-05 E. 75 ft. to corner of tracts 3 and 3- A; thence N. 17-55 W. 117.2 ft. to point in center of the said County Road; thence N. 73-12 E. 67 ft. to point on south side of right-of-way of U.S. Highway No. 176; thence S. 80-35 E. 139 ft. to point of beginning.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No.176 and the property above described.

TMS No.s: P/O 7-18-00-061.01 and P/O 7- 18-00-061.02

AND

TRACT 3:

ALL that lot or parcel of land located on the south side of U.S. Highway No. 176 and South Carolina Highway No. 9, near Camp Croft, in Spartanburg County, State of South Carolina, shown as Tract No. 4 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the said Highway at the northwest corner of the said tract, and running thence S. 80-35 E. 209 ft. to point on the south side of the said Highway; thence S. 10-02 W. 418.5 ft. to point on boundary between Tracts #2 and #5; thence N. 18-32 W. 471.1 ft. to the beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 4:

ALL that tract of land located on the south side of U.S. Highway No. 176, and S.C. Highway No. 9 near Camp Croft, County of Spartanburg, State of South Carolina, and shown as Tract #5 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the right-of-way of U.S. Highway No. 176 at the northwest corner of the said tract and running thence with the south side of the said Highway right-of-way the fallowing courses and distances: S 80-35 E. 299.6 ft.; S. 9-25 W. 10 ft.; S. 80-35 E. 700 ft.; thence S. 9-25 W. 30 ft.; thence S. 80-35 E. 10 ft. to point on the south side of the said Highway right-of-way; thence S. 55-22 W. 904 ft. to point on the boundary line of Tract #2; thence N. 52-19 W. 371 ft. to point; thence N. 16-50 W. 84.2 ft. to point; thence N. 10-02 E. 419.5 ft. to beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 5:

ALL that tract or parcel of land southeast of the City of Spartanburg, in Spartanburg County, State of South Carolina, lying and being on the south side of the Spartanburg-Union Highway (U.S. Highway No. 176 and S.C. Highway No. 9), and being designated as Tract No. 6 on a plat prepared by Piedmont Engineering Service for Kohler Co. dated December 10, 1955, recorded in Plat Book 33 at Pages 404-407, and being more particularly described as follows: Beginning at a point on the south side of said Spartanburg-Union Highway at the corner of tracts 5 and 6 as shown on said plat, and running thence S. 55-22 W. 904 ft., more or less, to rear corner of tracts Nos. 5 and 6; thence S. 52-26 E. 25 ft. to a point; thence S. 43-41 E. 183.3 ft. to a point; thence S. 46-54 E. 260.3 ft. to a point; thence N. 55-16 E. 1353.8 ft. to edge of Highway right-of-way; thence with the Highway N. 80-35 W. 103.5 ft. to a point; thence S. 9-45 W. 40 ft. to a point; thence N. 80-35 W. 598 ft. to the beginning corner; being bounded on the north by U.S. Highway No. 176, on the east by tract No. 7; on the south by tracts Nos. 2 and 7, and on the west by tract No. 5. The above described property contains 11.47 acres, excluding property within the

highway right-of-way. ALSO, all of the grantors' right, title and interest in and to the area lying between the center line of the said highway and the property above described.

TMS No.s: P/O 7-18-00-061.01, P/O 7-18- 00-061.02 and P/O 7-18-00-089.01

AND

TRACT 6:

ALL those four parcels of land southeast of the City of Spartanburg in Spartanburg County, State of South Carolina, lying on the south side of Spartanburg-Union Highway (U.S. Highway No. 176 and S.C. Highway No. 9), being shown and designated as Tracts 7, 8, 9 and 10 on a plat made for Kohler Co. by Piedmont Engineering Service dated December 10, 1955, recorded in Plat Book 33 at Pages 404-407, and being further described as follows: Beginning at a point on the south side of said U.S. Highway No. 176 at a point where the center of S.C. Highway No. 97 intersects with U.S. Highway No. 176, and running along the center of said S.C. Highway No. 97 S. 58-55 W. 486.2 ft. to a point, being corner of Tract No. 10; thence S. 14-05 E. 2054.5 ft. to a point, corner between Tracts 10 and 11; thence S. 67-54 W. 795.6 ft. to a point; thence S. 68-05 W. 619.2 ft. to the center of Southern Railway track; thence with the center of said Railway track the following courses and distances: N. 53-20 W. 244 ft.; thence N. 58-24 W. 255 ft.; thence N. 63- 34 W. 254 ft.; thence N. 65-13 W. 901 ft.; thence N. 64-14 W. 199 ft.; thence N. 60-28 W. 199 ft.; thence N. 55-40 W. 320.2 ft.; thence N. 53-09 W. 434.4 ft.; thence N. 53-09 W. 148.9 ft. to a point, corner between tracts 2 and 7; thence leaving the Railroad and running N. 40-09 E. 1273.3 ft. to a point on the line of tract 6; thence S. 43-41 E. 29.5 ft. to a point; thence S.46-54 E. 260.3 ft. to a point; thence N. 55-16 E. 1353.8 ft. to a point on south side of said U.S. Highway No. 176, being corner between tracts 6 and 7; thence with said Highway S. 80-35 E. 1612 ft. to the beginning corner.

ALSO: all of the grantor's right, title and interest in and to the area lying between the center line of the said Highway and the property above described.

TMS No.s: P/O 7-18-00-061.00, P/O 7-18- 00-061.01, P/O 7-18-00-061.02 and P/O 7-18-00-089.01

AND

TRACT 7:

ALL that tract of land located on the south side of U.S. Highway No. 176, and S.C. Highway No. 9 near Camp Croft, County of Spartanburg, State of South Carolina, and shown as Tract No. 11 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S. C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of right-of-way of U.S. Highway No. 176 at the northeast corner of said tract and running thence S. 8-42 W. 2190.3 ft. to a point, corner between Tracts No. 10 and No. 11; thence N. 14-05 W. 2054.5.ft. to a point in the center of a paved road running in a southerly direction from U.S. Highway No. 176; thence N. 58-55 E. 486.2 ft. to a point on the southside of said highway right-of-way; thence S. 80-35 E. 420 ft. to the beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.00

AND

TRACT 8:

ALL that parcel of land located on S.C. Highway No. 34 (Old S.C. Highway No. 9) near Camp Croft, within the County of Spartanburg, State of South Carolina, shown as Tract No. 13 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407; the metes and bounds of which are as follows: BEGINNING at a point at or near the center of S.C. Highway No. 34, at the southwest corner of the tract as shown on the said plat, and running thence with the center of the said Highway S. 53-57 E. 917.3 ft. to a point in the center of the said Highway, corner of tract No. 12; thence N. 50-36 W. a distance of 922.5 ft. to a point at or near the center of the Southern Railway right-of-way; thence S. 32-19 W. 53.8 ft. to the beginning corner.

TMS No.: P/O 7-18-00-061.01

AND

TRACT 9:

THOSE two tracts of land located on the Southern Railroad and S.C. Highway No. 34 (Old S.C. Highway No. 9) near Camp Croft, in Spartanburg County, State of South Carolina, shown as Tracts 12 and 14 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December, 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows:

TRACT NO. 12: Beginning at a point in the center of the Southern Railroad right-of-way at the northeast corner of the said tract, and running thence with the center line of the said Railroad right- of-way the following courses and distances; N. 53-20 W. 244 ft.; thence N. 58-24 W. 255 ft.; thence N. 63-34 W. 254 ft.; thence N. 65-13 W. 901 ft.; thence N. 64-14 W. 199 ft.; thence N. 60- 28 W. 199 ft.; thence N. 55-40 W. 320.2 ft. to the corner of said tract; thence S. 50-36 E. 922.5 ft. to point in the center of old Highway No. 9; thence with the center of the said Highway S. 57-35 E. 1966.9 ft. to a point; thence N. 68-05 E. 265.3 ft. to the beginning corner.

TRACT NO. 14: Beginning at a point in the center of the Southern Railroad right-of-way at the northeast corner of the said tract and running thence with the center of the said right-of-way the following courses and distances: N. 53-09 W. 545.5 ft.; thence N. 54-48 W. 208.2 ft.; thence N. 58-55 W. 215.3 ft.; thence N. 62-58 W. 216.5 ft.; thence N. 67-01 W. 220.8 ft.; thence N. 71-43 W. 221.8 ft.; thence N. 76-02 W. 220.1 ft.; thence N. 80-37 W. 218.1 ft.; thence N. 84-47 W.211.4 ft.; thence N. 88-45 W. 203.2 ft.; thence S. 87-40 W. 164.5 ft.; thence S. 86-59 W. 712.4 ft. to point in the center of a county road; thence S. 36-49 W. 62.5 ft. to point in the center of S. C. Highway NG. 34; thence with the center of the said Highway N. 87-17 E. 903 4 ft. to point; thence S. 86-22 E. 463 ft. to point; thence S. 77-24 E. 444 .4 ft. to point; thence S. 68-32 E. 453.3 ft. to point; thence S. 58.-03 E. 525.2 ft. to point; thence S. 52-57 E. 474.5 ft. to point in the center of the said Highway; thence N. 32-19 E. 53.8 ft. to the beginning corner.

TMS No.s: P/O 7-18-00-061.00 and P/O 7- 18-00-061.02

AND

EASEMENT TRACT:

Those rights and easements conveyed to Spartanburg County by deed of Kohler Co., dated July 10, 1970, conveying the parcel described in deed recorded in the said Register of Mesne Conveyances Office in Deed Book 37-C, at page 176.

SAVING AND EXCEPTING those easements and rights specifically excluded and reserved unto Kohler Co. in the deed recorded in the said Register of Mesne Conveyances Office in Deed Book 37-C, at page 176.

PORTIONS OF PARCEL 5 AND TRACTS 7 & 8 OF PARCEL 6 ALSO DESCRIBED AS FOLLOWS:

ALL that tract of land, consisting of 13.422 acres, more or less, with improvements thereon, and to be erected thereon, located approximately three miles southeast of the City of Spartanburg, County of Spartanburg, State of South Carolina, between U.S. Hwy No. 176 and S.C. Hwy. No. S. 42-34, and being more particularly described as BEGINNING at a nail in the center of the intersection of the southerly boundary of the tract with ,a paved drive leading to S.C. Hwy. S. 42- 34, on a composite bearing of North thirty-two degrees and seven minutes East (N 32-07 E.) one hundred ninety-six (196) feet, and then North seven degrees and forty-one minutes East (N. 7-41 E.) six hundred thirty-five (635) feet from point in center of S.C. Hwy. S. 42-34, and running thence with the southerly boundary of the tract North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of one hundred ten and two-tenths (110.2) feet to a point at the southwest corner of the tract; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of three hundred thirty one and three-tenths (331.3) feet to a point; thence North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of one hundred and five-tenths (100.5) feet to a point approximately in the center of the masonry wall of an existing building, property of Kohler Co. (thus making the masonry wall a party wall to the extent of the user of one hundred (100) feet); thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance along the approximate center of the wall of one hundred (100) feet to a point; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of one hundred and five-tenths (100.5) feet to a point; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of two hundred forty-one and eight-tenths (241.8) feet to a point; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of Ninety (90) feet to a point; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of two hundred twenty-three and seven- tenths (223.7) feet to a point at the northwest corner of the tract; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of five hundred seventy-three and two-tenths (573.2) feet to an iron pin at the Northeast corner of the tract; thence South seven degrees and forty-five minutes West (S. 7-45 W.) a distance of eight hundred ninety-six and eight-tenths (896.8) feet to an iron pin at the Southeast corner of the tract; thence North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of five hundred fifty-three (553) feet to the beginning corner; being so shown on Plat of the property of Kohler Co., made by Gooch & Taylor, Surveyors, dated June 17, 1970, and recorded in Plat Book 62, at pages 62-64, Office of the Register of Mesne Conveyances for the County and State aforesaid.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

Valara Holdings LLC

By: _____
Name: _____
Its: _____

BCDC LLC (Series 1)

By: _____
Name: _____
Its: _____

HPC Holdco LLC

By: _____
Name: _____
Its: _____

DC2 Services LLC (Series 2)

By: _____
Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

Valara Holdings LLC

By: _____
Name: _____
Its: _____

BCDC LLC (Series 1)

By: _____
Name: _____
Its: _____

HPC Holdco LLC

By: _____
Name: _____
Its: _____

DC2 Services LLC (Series 2)

By: _____
Name: _____
Its: _____

FEE IN LIEU OF TAX AGREEMENT

Between

SPARTANBURG COUNTY, SOUTH CAROLINA

and

VALARA HOLDINGS LLC

Dated as of May 19, 2025

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SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	**Valara Holdings LLC**	**Project Code Name:**	**Project MOC-1**
Projected Investment:	**$906,660,000**	**Projected Jobs:**	**27**
Location (street):	**4000 S. Pine Street, Spartanburg, SC**	**Tax Map No.:**	**7-18-00-061.00** **7-18-00-061.01** **7-18-00-061.02** **7-18-00-087.01**
1. FILOT			
Required Investment:	$725,328,000	Required Jobs:	n/a
Investment Period:	10 years	Ordinance No./Date:	[____] / May 19, 2025
Assessment Ratio:	4%	Term (years):	40 years
Millage:	0.425	Net Present Value (if yes, discount rate):	n/a
Adjustable or fixed millage:	Fixed		
Clawback information:	See Section 4.03. The Fee Agreement is retroactively terminated if the Contract Minimum Investment Requirement is not met during the Enhanced Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park dated November 20, 2006, by and between Union County and Spartanburg County		
3. SSRC			
Total Amount:	$30,000,000		
No. of Years	20 years		
Yearly Increments:	$1,500,000 per year in Years 2 – 21.		
Clawback information:	See Section 4.02. Pro rata reduction of SSRC for a given year if Threshold Fee Amount not met with respect to such year.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the "*Fee Agreement*") is made and entered into as of May 19, 2025 by and between **SPARTANBURG COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Spartanburg County Council (the "*County Council*") as the governing body of the County, and **VALARA HOLDINGS LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the "*Company*").

RECITALS

1. Title 12, Chapter 44 (the "*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended (the "*Code*"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a high performance computing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on May 19, 2025, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic

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

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean Valara Holdings LLC, a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $725,328,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Spartanburg County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Spartanburg County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Spartanburg County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Spartanburg County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Spartanburg County Council, the governing body of the County.

"County Treasurer" shall mean the Spartanburg County Treasurer, or the person holding any successor office of the County.

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

"Enhanced Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date.

"Enhanced Minimum Investment Requirement" shall mean either (a) aggregate investment by the Company and any Sponsor Affiliates in the Project of at least four hundred million dollars ($400,000,000) or (b)(i) investment by the Company and any Sponsor Affiliates in the Project of at least one hundred fifty million dollars ($150,000,000) and (ii) creation of at least one hundred twenty-five (125) new, full-time jobs at the Project.

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

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

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

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

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

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

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

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

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

"Investment Period" shall mean, and shall be equal to, the Enhanced Investment Period, unless the provisions of Section 4.03(b) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period.

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

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

"MCIP Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park dated as of November 20, 2006, as amended, between the County and Union County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

"Phase" or *"Phases"* in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall

therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

"Project" shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

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

"Scheduled Special Source Revenue Credit" shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Threshold Fee Amount" shall have the meaning set forth with respect to such term in Section 4.02(a) hereof.

"Threshold Overage Amount" shall have the meaning set forth with respect to such term in Section 4.02(b) hereof.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.425 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of Delaware, to the extent required by South Carolina law is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of high performance computing, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of four percent (4%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 0.425 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for each of the following years of payments under this Fee Agreement, in the amounts stated (the "*Scheduled Special Source Revenue Credits*"):

Property Tax Years	Amount of Scheduled Special Source Revenue Credit
2-21	$1,500,000

; provided, in the event the FILOT Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount set forth in the corresponding property tax year set forth in Exhibit C attached hereto (the "*Threshold Fee Amount*"), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced on a *pro rata* basis, and shall be equal to the product of the Scheduled Special Source Revenue Credit for such year multiplied by a fraction, the numerator of which shall be the actual amount of FILOT Payment due for such year (prior to the application of any Special Source Revenue Credit), and the denominator of which shall be the Threshold Fee Amount for such year. By way of illustration, only, if the Scheduled Special Source Revenue Credit for such year equals $100,000 ("X"), the actual Payment in Lieu of Tax due for such year (prior to any Special Source Revenue Credit offset) equals $300,000 ("Y"), and the Threshold Fee Amount for such year equals $400,000 ("Z"):

Permitted Special Source Revenue Credit = $300,000 (Y) / $400,000 (Z) times $100,000 (X)

(b) The Company hereby acknowledges, for purposes of the Special Source Revenue Credits offered hereunder and the computations expressed in the preceding paragraph, that the Company shall not be entitled to any additional credit, either for the year in question or with respect to any carry forwards for succeeding years, in the event actual FILOT Payments in any year shall exceed the Threshold Fee Amount for such year (a "*Threshold Overage Amount*"), nor may any *pro rata* reductions of the Scheduled Special Source Revenue Credit made pursuant to the preceding paragraph in any year be recouped in any subsequent year by virtue of any Threshold Overage Amounts.

(c) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the Termination Date, then the amount of FILOT Payments due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

(d) In no event shall the aggregate amount of Special Source Revenue Credits provided to the Company exceed, at any point in time, the aggregate amount of expenditures incurred by the Company in respect of the Infrastructure. As a condition to the Special Source Revenue Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Auditor and the County Treasurer with a certification as to compliance with the provisions of the preceding sentence. Such certification shall be in substantially the form attached hereto as Exhibit D, and shall be due no later than the May 1 following the immediately preceding December 31 of each year as to which any Special Source Revenue Credit shall relate.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other

political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, shall fail to meet the Enhanced Minimum Investment Requirement by the end of the Enhanced Investment Period, then beginning with the FILOT Payment due January 15 of the second (2nd) year following the final year of the Enhanced Investment Period, the FILOT Payments shall be prospectively computed in the manner set forth in Section 4.01(a) hereof, except that an assessment ratio of six percent (6%) shall be substituted for four percent (4%). Further, in such event, (A) the Company and any Sponsor Affiliates shall make, or cause to be made, payment to the County of (i) an amount equal to the difference between the FILOT Payments theretofore made by the Company and such Sponsor Affiliates with respect to the portions of the Project placed in service during the Standard Investment Period and the FILOT Payments which would have been theretofore due from the Company and such Sponsor Affiliates with respect to the Project had the assessment ratio been applied at six percent (6%), plus (ii) an amount equal to the Deficiency Amount with respect to the remaining portion of the Project (that is, the portion placed in service after the Standard Investment Period), with interest on such Deficiency Amount at the statutory rate for the late payment of *ad valorem* taxes, and (B) the Investment Period hereunder shall be deemed to be the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2nd) January 15 following the last day of the Enhanced Investment Period.

(c) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period; provided, that this requirement shall be considered waived in any year in which the Company has provided copies of it PT-300 filing (or successor form) with the aforementioned parties.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. Notwithstanding the foregoing, all such rights of examination and inspection shall be (i) exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, (ii) exercised only in the presence of a designated representative of the Company, and (iii) subject to such reasonable procedures, conditions, and restrictions as the Company may prescribe to protect its operations, proprietary information, and business interests, and shall at all times be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

To the extent required by South Carolin law, each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

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

Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Valara Holdings LLC
Attn: NMS Tax Department
4000 S. Pine Street
Spartanburg, SC 29302

With a copy to:

Johnson Smith Hibbard & Wildman Law Firm, LLP
Attn: Daniel Craig
Post Office Box 5587
Spartanburg, South Carolina 29304-5587

If to the County:

Spartanburg County
Attn: County Administrator
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

With a copy to:

Spartanburg County Attorney
Post Office Box 5666
Spartanburg, South Carolina 29304-5666

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

SPARTANBURG COUNTY, SOUTH CAROLINA

_____

By: B. Cole Alverson
Spartanburg County Administrator

ATTEST:

_____

Angela G. Walker
Clerk to Spartanburg County Council

[Signature Page 1 to Fee in Lieu of Tax Agreement]

Valara Holdings LLC

By: _____
Name: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

ALL those tracts or parcels of land located southeast of the City of Spartanburg, in Spartanburg County, State of South Carolina, being on the Southern Railway, which property is shown and designated as Tracts No. 1 and No. 1-A, on a plat prepared for Kohler Co., by Piedmont Engineering Service, dated 10 December, 1955, recorded in Plat Book 33 at Pages 404-407, and being more particularly described as follows: BEGINNING at a point in the center of the Southern Railway tracks, which point is also in the center of a County road running between S. C. Highway No. 34 and U. S. Highway No. 176, and running thence N. 44-00 E. 105.6 feet with the center of said County road; thence N. 63-51 E. 974.4 feet with the center of said County road; thence N. 74- 17 E. 148 feet to a point in the center of said County Road; thence S. 50-15 E. 385 feet to a point; thence S. 50-15 E. 620 feet to a point in the center of Southern Railway tracks; thence with the center of said Railway tracks the following courses and distances: N. 71-43 W. 99.9 feet to a point; thence N. 76-02 W. 220.1 feet to a point; thence N. 80-37 W. 218.1 feet to a point; thence N. 84- 47 W. 211.4 feet to a point; thence N. 88-45 W. 203.2 feet to a point; thence S. 87-40 W. 164.5 feet to a point; thence S. 86-59 W. 712.4 feet to the Beginning.

Tract No. 1 contains 8.4 acres, more or less, and Tract No. 1-A contains 1.9 acres, more or less. Said property is bounded on the North by the County Road, on the East by Tract No. 2 as shown on said Kohler Co., plat, on the South by Southern Railway Company, and on the West by said County Road.

ALSO: the grantor's right, title and interest in and to the property within the right-of-way of the Southern Railway Company.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 2:

ALL that tract of land located between the Southern Railway track and U.S. Highway No. 176 near Camp Croft, County of Spartanburg, State of South Carolina, shown as Tract Nos. 2 and 3 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the right-of-way of U.S. Highway No. 176 and S.C. Highway No. 9 and running thence S. 18-32 E. 471.1 ft. to a point; thence S. 52-19 E. 371 ft. to point; thence S. 43-41 E. 153.8 ft. to a point; thence S. 40-09 W. 1273.3 ft. to a point in the center of the right-of-way of Southern Railway Company; thence with the center of the said Railroad right-of-way the following courses and distances: N. 53-09 W. 545.5 ft.; N. 54-48 W. 208.2 ft.; N. 58-55 W. 215.3 ft.; N. 62-58 W. 216.5 ft.; N. 67-01 W. 220.8 ft.; N. 71-43 W. 121.9 ft. to last point in center of the said Railroad right-of-way; thence N. 50-15 W. 620 ft. to point in center of intersection of two roads, one of which is designated "County Road" and the other "Dirt Road"; thence N. 80-17 E. with the center of the County Road 1271.8 ft. to a point; thence N. 76-44 E. 383.3 ft. to a point; thence N. 73-12 E. 389.7 ft. to the corner of Tract 3-A; thence S. 17-55 E. 118.6 ft. to southwest corner of tract 3-A; thence. N. 72-05 E. 75 ft. to corner of tracts 3 and 3- A; thence N. 17-55 W. 117.2 ft. to point in center of the said County Road; thence N. 73-12 E. 67 ft. to point on south side of right-of-way of U.S. Highway No. 176; thence S. 80-35 E. 139 ft. to point of beginning.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No.176 and the property above described.

TMS No.s: P/O 7-18-00-061.01 and P/O 7- 18-00-061.02

AND

TRACT 3:

ALL that lot or parcel of land located on the south side of U.S. Highway No. 176 and South Carolina Highway No. 9, near Camp Croft, in Spartanburg County, State of South Carolina, shown as Tract No. 4 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the said Highway at the northwest corner of the said tract, and running thence S. 80-35 E. 209 ft. to point on the south side of the said Highway; thence S. 10-02 W. 418.5 ft. to point on boundary between Tracts #2 and #5; thence N. 18-32 W. 471.1 ft. to the beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 4:

ALL that tract of land located on the south side of U.S. Highway No. 176, and S.C. Highway No. 9 near Camp Croft, County of Spartanburg, State of South Carolina, and shown as Tract #5 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of the right-of-way of U.S. Highway No. 176 at the northwest corner of the said tract and running thence with the south side of the said Highway right-of-way the fallowing courses and distances: S 80-35 E. 299.6 ft.; S. 9-25 W. 10 ft.; S. 80-35 E. 700 ft.; thence S. 9-25 W. 30 ft.; thence S. 80-35 E. 10 ft. to point on the south side of the said Highway right-of-way; thence S. 55-22 W. 904 ft. to point on the boundary line of Tract #2; thence N. 52-19 W. 371 ft. to point; thence N. 16-50 W. 84.2 ft. to point; thence N. 10-02 E. 419.5 ft. to beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.02

AND

TRACT 5:

ALL that tract or parcel of land southeast of the City of Spartanburg, in Spartanburg County, State of South Carolina, lying and being on the south side of the Spartanburg-Union Highway (U.S. Highway No. 176 and S.C. Highway No. 9), and being designated as Tract No. 6 on a plat prepared by Piedmont Engineering Service for Kohler Co. dated December 10, 1955, recorded in Plat Book 33 at Pages 404-407, and being more particularly described as follows: Beginning at a point on the south side of said Spartanburg-Union Highway at the corner of tracts 5 and 6 as shown on said plat, and running thence S. 55-22 W. 904 ft., more or less, to rear corner of tracts Nos. 5 and 6; thence S. 52-26 E. 25 ft. to a point; thence S. 43-41 E. 183.3 ft. to a point; thence S. 46-54 E. 260.3 ft. to a point; thence N. 55-16 E. 1353.8 ft. to edge of Highway right-of-way; thence with the Highway N. 80-35 W. 103.5 ft. to a point; thence S. 9-45 W. 40 ft. to a point; thence N. 80-35 W. 598 ft. to the beginning corner; being bounded on the north by U.S. Highway No. 176, on the east by tract No. 7; on the south by tracts Nos. 2 and 7, and on the west by tract No. 5. The above described property contains 11.47 acres, excluding property within the

highway right-of-way. ALSO, all of the grantors' right, title and interest in and to the area lying between the center line of the said highway and the property above described.

TMS No.s: P/O 7-18-00-061.01, P/O 7-18- 00-061.02 and P/O 7-18-00-089.01

AND

TRACT 6:

ALL those four parcels of land southeast of the City of Spartanburg in Spartanburg County, State of South Carolina, lying on the south side of Spartanburg-Union Highway (U.S. Highway No. 176 and S.C. Highway No. 9), being shown and designated as Tracts 7, 8, 9 and 10 on a plat made for Kohler Co. by Piedmont Engineering Service dated December 10, 1955, recorded in Plat Book 33 at Pages 404-407, and being further described as follows: Beginning at a point on the south side of said U.S. Highway No. 176 at a point where the center of S.C. Highway No. 97 intersects with U.S. Highway No. 176, and running along the center of said S.C. Highway No. 97 S. 58-55 W. 486.2 ft. to a point, being corner of Tract No. 10; thence S. 14-05 E. 2054.5 ft. to a point, corner between Tracts 10 and 11; thence S. 67-54 W. 795.6 ft. to a point; thence S. 68-05 W. 619.2 ft. to the center of Southern Railway track; thence with the center of said Railway track the following courses and distances: N. 53-20 W. 244 ft.; thence N. 58-24 W. 255 ft.; thence N. 63- 34 W. 254 ft.; thence N. 65-13 W. 901 ft.; thence N. 64-14 W. 199 ft.; thence N. 60-28 W. 199 ft.; thence N. 55-40 W. 320.2 ft.; thence N. 53-09 W. 434.4 ft.; thence N. 53-09 W. 148.9 ft. to a point, corner between tracts 2 and 7; thence leaving the Railroad and running N. 40-09 E. 1273.3 ft. to a point on the line of tract 6; thence S. 43-41 E. 29.5 ft. to a point; thence S.46-54 E. 260.3 ft. to a point; thence N. 55-16 E. 1353.8 ft. to a point on south side of said U.S. Highway No. 176, being corner between tracts 6 and 7; thence with said Highway S. 80-35 E. 1612 ft. to the beginning corner.

ALSO: all of the grantor's right, title and interest in and to the area lying between the center line of the said Highway and the property above described.

TMS No.s: P/O 7-18-00-061.00, P/O 7-18- 00-061.01, P/O 7-18-00-061.02 and P/O 7-18-00-089.01

AND

TRACT 7:

ALL that tract of land located on the south side of U.S. Highway No. 176, and S.C. Highway No. 9 near Camp Croft, County of Spartanburg, State of South Carolina, and shown as Tract No. 11 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S. C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows: BEGINNING at a point on the south side of right-of-way of U.S. Highway No. 176 at the northeast corner of said tract and running thence S. 8-42 W. 2190.3 ft. to a point, corner between Tracts No. 10 and No. 11; thence N. 14-05 W. 2054.5.ft. to a point in the center of a paved road running in a southerly direction from U.S. Highway No. 176; thence N. 58-55 E. 486.2 ft. to a point on the southside of said highway right-of-way; thence S. 80-35 E. 420 ft. to the beginning corner.

ALSO: the grantor's right, title and interest in and to the area lying between the center line of U.S. Highway No. 176 and the property above described.

TMS No.: P/O 7-18-00-061.00

AND

TRACT 8:

ALL that parcel of land located on S.C. Highway No. 34 (Old S.C. Highway No. 9) near Camp Croft, within the County of Spartanburg, State of South Carolina, shown as Tract No. 13 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December 1955, recorded in Plat Book 33 at Pages 404-407; the metes and bounds of which are as follows: BEGINNING at a point at or near the center of S.C. Highway No. 34, at the southwest corner of the tract as shown on the said plat, and running thence with the center of the said Highway S. 53-57 E. 917.3 ft. to a point in the center of the said Highway, corner of tract No. 12; thence N. 50-36 W. a distance of 922.5 ft. to a point at or near the center of the Southern Railway right-of-way; thence S. 32-19 W. 53.8 ft. to the beginning corner.

TMS No.: P/O 7-18-00-061.01

AND

TRACT 9:

THOSE two tracts of land located on the Southern Railroad and S.C. Highway No. 34 (Old S.C. Highway No. 9) near Camp Croft, in Spartanburg County, State of South Carolina, shown as Tracts 12 and 14 on plat of the property of Kohler Co. made by Piedmont Engineering Service, Greenville, S.C., 10 December, 1955, recorded in Plat Book 33 at Pages 404-407, the metes and bounds of which are as follows:

TRACT NO. 12: Beginning at a point in the center of the Southern Railroad right-of-way at the northeast corner of the said tract, and running thence with the center line of the said Railroad right- of-way the following courses and distances; N. 53-20 W. 244 ft.; thence N. 58-24 W. 255 ft.; thence N. 63-34 W. 254 ft.; thence N. 65-13 W. 901 ft.; thence N. 64-14 W. 199 ft.; thence N. 60- 28 W. 199 ft.; thence N. 55-40 W. 320.2 ft. to the corner of said tract; thence S. 50-36 E. 922.5 ft. to point in the center of old Highway No. 9; thence with the center of the said Highway S. 57-35 E. 1966.9 ft. to a point; thence N. 68-05 E. 265.3 ft. to the beginning corner.

TRACT NO. 14: Beginning at a point in the center of the Southern Railroad right-of-way at the northeast corner of the said tract and running thence with the center of the said right-of-way the following courses and distances: N. 53-09 W. 545.5 ft.; thence N. 54-48 W. 208.2 ft.; thence N. 58-55 W. 215.3 ft.; thence N. 62-58 W. 216.5 ft.; thence N. 67-01 W. 220.8 ft.; thence N. 71-43 W. 221.8 ft.; thence N. 76-02 W. 220.1 ft.; thence N. 80-37 W. 218.1 ft.; thence N. 84-47 W.211.4 ft.; thence N. 88-45 W. 203.2 ft.; thence S. 87-40 W. 164.5 ft.; thence S. 86-59 W. 712.4 ft. to point in the center of a county road; thence S. 36-49 W. 62.5 ft. to point in the center of S. C. Highway NG. 34; thence with the center of the said Highway N. 87-17 E. 903 4 ft. to point; thence S. 86-22 E. 463 ft. to point; thence S. 77-24 E. 444 .4 ft. to point; thence S. 68-32 E. 453.3 ft. to point; thence S. 58.-03 E. 525.2 ft. to point; thence S. 52-57 E. 474.5 ft. to point in the center of the said Highway; thence N. 32-19 E. 53.8 ft. to the beginning corner.

TMS No.s: P/O 7-18-00-061.00 and P/O 7- 18-00-061.02

AND

EASEMENT TRACT:

Those rights and easements conveyed to Spartanburg County by deed of Kohler Co., dated July 10, 1970, conveying the parcel described in deed recorded in the said Register of Mesne Conveyances Office in Deed Book 37-C, at page 176.

SAVING AND EXCEPTING those easements and rights specifically excluded and reserved unto Kohler Co. in the deed recorded in the said Register of Mesne Conveyances Office in Deed Book 37-C, at page 176.

PORTIONS OF PARCEL 5 AND TRACTS 7 & 8 OF PARCEL 6 ALSO DESCRIBED AS FOLLOWS:

ALL that tract of land, consisting of 13.422 acres, more or less, with improvements thereon, and to be erected thereon, located approximately three miles southeast of the City of Spartanburg, County of Spartanburg, State of South Carolina, between U.S. Hwy No. 176 and S.C. Hwy. No. S. 42-34, and being more particularly described as BEGINNING at a nail in the center of the intersection of the southerly boundary of the tract with ,a paved drive leading to S.C. Hwy. S. 42- 34, on a composite bearing of North thirty-two degrees and seven minutes East (N 32-07 E.) one hundred ninety-six (196) feet, and then North seven degrees and forty-one minutes East (N. 7-41 E.) six hundred thirty-five (635) feet from point in center of S.C. Hwy. S. 42-34, and running thence with the southerly boundary of the tract North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of one hundred ten and two-tenths (110.2) feet to a point at the southwest corner of the tract; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of three hundred thirty one and three-tenths (331.3) feet to a point; thence North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of one hundred and five-tenths (100.5) feet to a point approximately in the center of the masonry wall of an existing building, property of Kohler Co. (thus making the masonry wall a party wall to the extent of the user of one hundred (100) feet); thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance along the approximate center of the wall of one hundred (100) feet to a point; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of one hundred and five-tenths (100.5) feet to a point; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of two hundred forty-one and eight-tenths (241.8) feet to a point; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of Ninety (90) feet to a point; thence North seven degrees and forty-five minutes East (N. 7-45 E.) a distance of two hundred twenty-three and seven- tenths (223.7) feet to a point at the northwest corner of the tract; thence South eighty-two degrees and fifteen minutes East (S. 82-15 E.) a distance of five hundred seventy-three and two-tenths (573.2) feet to an iron pin at the Northeast corner of the tract; thence South seven degrees and forty-five minutes West (S. 7-45 W.) a distance of eight hundred ninety-six and eight-tenths (896.8) feet to an iron pin at the Southeast corner of the tract; thence North eighty-two degrees and fifteen minutes West (N. 82-15 W.) a distance of five hundred fifty-three (553) feet to the beginning corner; being so shown on Plat of the property of Kohler Co., made by Gooch & Taylor, Surveyors, dated June 17, 1970, and recorded in Plat Book 62, at pages 62-64, Office of the Register of Mesne Conveyances for the County and State aforesaid.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

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

Valara Holdings LLC

By: _____
Name: _____
Its: _____

EXHIBIT C

THRESHOLD FEE AMOUNTS

Year 2 - $10,582,500
Year 3 - $12,962,500
Year 4 - $13,931,500
Year 5 - $15,209,220
Year 6 - $15,209,220
Year 7 - $15,209,220
Year 8 - $15,209,220
Year 9 - $15,413,220
Year 10 - $15,413,220
Year 11 - $15,413,220
Year 12 - $15,413,220
Year 13 - $15,413,220
Year 14 - $15,413,220
Year 15 - $15,413,220
Year 16 - $15,413,220
Year 17 - $15,413,220
Year 18 - $15,413,220
Year 19 - $15,413,220
Year 20 - $15,413,220
Year 21 - $15,413,220

EXHIBIT D

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Spartanburg County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

Valara Holdings LLC

By: _____
Name: _____
Its: _____

Spartanburg County Building Codes Department
366 North Church Street, Room 500
Spartanburg, South Carolina 29303 Phone: (864) 596-3188 Assistance

Application for Permit for Special Event Exclusion from the Noise Ordinance

General Information:

1. Application being made by (Corporation □) (Individual □)
2. Name: Last: Greer First: Mike MI
3. Corporation Name: Greer Dragway
4. Name of Event:
5. Type of Event: Drag Race
6. Address where event is to be held: 1792 Dragway Rd Greer SC 29651
7. Your Mailing Address: 1650 JA Brooke Drive Greer SC 29651
8. Business Phone: (864) 877-0330 Home Phone: (864) 419-9047

Event Information:

9. Do you, or your corporation, own the property where the event is to take place? (☑ Yes □ No)
10. Starting Date of Event 6.21.25 Starting Time 4 am/(pm)
    Starting Date of Event 6.28.25 Starting Time 4 am/(pm)
    Starting Date of Event 7.12.25 Starting Time 4 am/(pm)
    Starting Date of Event _____ Starting Time _____ am/pm
11. Ending Date of Event 6.21.25 Ending Time 11:59 am/(pm)
    Ending Date of Event 6.28.25 Ending Time 11:59 am/(pm)
    Ending Date of Event 7.12.25 Ending Time 11:59 am/(pm)
    Ending Date of Event _____ Ending Time _____ am/pm
12. What exclusion(s) are you requesting? Time & Muffle Requirements, Rain Date if needed
13. What will be the major source or cause of noise from your event? Drag Race
14. Attach a copy of the proof of advertisement to run once a week for 2 weeks with the first publication being at least 15 days prior to the Public Hearing.
15. Signature of Applicant: Mike Greer

Rental Agreement Statement:

I, (we)_____ do state that I (we) have rented this property to the person or corporation shown on the application and no other person has the right in the possession of the premises described in this application.

Signature of Property Owner:_____