



NOTICE

Union County Council will hold its regular monthly meeting on Tuesday February 11, 2025 at 5:30 p.m. The meeting will be held at 103 W. Main Street Union, SC. The public is invited to attend. For those wishing to view the meeting online, the live stream will be available on the Union County, SC Facebook page.

Anyone needing assistance to attend the meeting shall notify the Clerk to Council at least 24 hours prior to the meeting via email to: khorne@countyofunion.com, or by calling 864-429-1600.



AGENDA
REGULAR MONTHLY MEETING OF THE UNION COUNTY COUNCIL
MEETING ROOM AT
103 W. MAIN STREET
UNION, S. C. 29379
TUESDAY, February 11, 2025
5:30 p.m.

Citizen may access a live stream of the meeting by visiting the Union County, SC Facebook page
Notice of the meeting and the agenda were posted on the county website at www.gearupunionsc.com,
posted on the bulletin board at the Union County Courthouse and the Union County Government Office
Building, furnished to the media, and provided to those requesting notification.

- I. Call to Order
Chairman, Phillip Russell
- II. Invocation
Chaplain, Danny Bright
- III. Pledge of Allegiance
Vice Chairman, David Sinclair
- IV. Roll Call
Clerk to Council
- V. Approval of Minutes
A. Regular monthly meeting 01/14/2025
- VI. Presentation of Service Awards
Chairman, Phillip Russell
- VII. **RESOLUTIONS**
 - A. A Resolution (number 2025-01) authorizing the executions and delivery of an Inducement Agreement by and between Union County and Project Panama.
- VIII. **ORDINANCES**
[Representatives on behalf of Project Panama will speak prior to Final Reading of Ordinances Number 400 and 401]
 - A. *2nd Reading*
An Authorizing the Sale and Conveyance of Certain Union County-Owned real property to the Union Laurens Commission on Higher Education; and other matters related thereto.

B. 3rd (Final) Reading Ordinance Number 399

An Ordinance Authorizing the execution and delivery of a Fee in Lieu of Tax Incentive and Agreement by and between Union County and Buffalo PV1, LLC

C. 3rd (Final) Reading Ordinance Number 400

An Ordinance authorizing the executions and delivery of a Fee in Lieu of Tax Incentive and Agreement by and between by and between Union County and Project Panama.

D. 3rd (Final) Reading Ordinance Number 401

An Ordinance authorizing and approving the development of a new joint county industrial and business park with Spartanburg County, such park that will be geographically located in Union County; also authorizing the executions of a written park agreement with Spartanburg County as to FILOT requirements, the distributions of revenues and other matters related thereto.

- IX. Call for Committee Reports.
- X. Recognition of Elected Officials
- XI. Supervisor's Report.
- XII. Adjourn

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN UNION COUNTY, SOUTH CAROLINA AND EATON CORPORATION, WHEREBY, UNDER CERTAIN CONDITIONS, UNION COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT 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/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Union 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 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, Eaton Corporation, an Ohio corporation (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 a transformer manufacturing facility in the County (collectively, the "*Project*"), which will result in expected investment by the Company in the Project of at least \$340,433,000 in non-exempt investment and the expected creation of approximately 698 new, full-time jobs (with benefits) in connection therewith, by December 31 of the eighth 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 special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; 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 cause the site on which the Project is located, to the extent not already therein 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 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, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the "**Inducement Agreement**") so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the "**Fee Agreement**").

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee 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 Inducement Agreement and Fee 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 11th day of February, 2025.

UNION COUNTY, SOUTH CAROLINA

County Supervisor

Attest:

Clerk to County Council

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "*Agreement*") made and entered into as of _____, 2025 by and between UNION COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "*County*"), and EATON CORPORATION, an Ohio corporation (the "*Company*").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the "*FILOT Act*") and Title 4, Chapter 1 (the "*Multi-County Park Act*"), Code of Laws of South Carolina 1976, as amended (the "*Code*"), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source 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 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.

(b) The Company 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 a transformer manufacturing facility in the County (collectively, the "*Project*"), which will result in an expected investment by the Company in the Project of at least \$340,433,000 (the "*Investment Target*") and the expected creation by the Company of at least 698 net new, full-time, jobs (with benefits) with respect thereto (the "*Jobs Creation Target*"), all by December 31 of the eighth year after the first year in which any portion of the Project is first placed in service (the "*Investment Period*").

(c) 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 will use its best efforts to place the site of the Project in a multi-county industrial and business park (the "*Park*") established by the County pursuant to qualifying agreement with Union County or other adjoining county in the State (the "*Park Agreement*").

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as

described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) 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, (iii) 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, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated February 11, 2025, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the "*Fee Agreement*").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of forty (40) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of forty (40) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 4.00%; (ii) a fixed millage rate of 373.60 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2024); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to equal to the following percentages for the applicable years for that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Enhanced Investment Period pursuant to the Fee Agreement), calculated and applied after payment of the amount due the non-host county under the Park Agreement: sixty-five percent (65%) for Years 1-5, sixty percent (60%) for Years 6-10, fifty percent (50%) for Years 11-20 and forty percent (40%) for Years 21-40; provided, however, that such special source credits shall be subject to reduction as set forth in the Fee Agreement if the Investment Target is not satisfied during the Investment Period.

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$2,500,000 in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due

and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period, all as further described in, and subject to, the Fee Agreement.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE 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 SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2026, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Supervisor and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

UNION COUNTY, SOUTH CAROLINA

County Supervisor

Attest:

By: _____
Clerk to County Council of Union County

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

EATON CORPORATION

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF UNION

I, the undersigned Clerk to County Council of Union County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of February 11, 2025, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Union County Council

Dated: _____, 2025

**UNION COUNTY
ORDINANCE NO. ____**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN UNION COUNTY, SOUTH CAROLINA (THE "COUNTY") AND BUFFALO PV1, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Union County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"), and Title 4, Chapter 1 of the Code (the "Multi-County Park Act", or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Buffalo PV1, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company"), is considering the establishment and/or expansion of certain facilities at one or more locations in the County (the "Project"); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$100,000,000, in the aggregate, in the Project; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on [●], 2024 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and Special Source Credits with respect to the Project; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Project (the "Incentive Agreement"), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of [●], 2024, or such other date as the parties thereto may agree; and

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

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act; and

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

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

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Company, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, and whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions set forth in the Incentive Agreement, will agree to accept certain negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to the Project, as set forth in Section 2(b) hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, and which millage rate the parties believe to be 374.2 mills; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that the Company, in its sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act.

(ii) The Negotiated FILOT shall be calculated as provided in this Section 2(b) for all Negotiated FILOT Property placed in service during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of forty (40) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of forty (40) years, up to an aggregate of forty-five (45) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of fifty (50) years.

Section 3. The County agrees to designate the Project and the Land as part of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution, if not already so designated, and agrees to maintain the Project and the Land within the boundaries of such a multi-county industrial or business park on terms, and for a duration, which facilitate provision by the County, and receipt by the Company, of the Special Source Credits set forth in Section 4 hereof, all in accordance with the terms of the Incentive Agreement.

Section 4. As an additional incentive to induce the Company to locate the Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County does hereby agree that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due with respect to the Project for the entire Negotiated FILOT payment period set forth in Section 2(b)(ii) hereof, commencing with the tax year for which the initial FILOT Payment is

due with respect to the Project, in an amount sufficient to reduce each such FILOT Payment due for each such tax year such that the aggregate net FILOT Payment due, after such reduction, with respect to the Project is equal to the Net FILOT Payment (i.e., a payment due that is equal to \$3,000 per megawatts of AC power), all in accordance with, and as further detailed in, the Incentive Agreement. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

Section 5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 6. The Chairman of the Council, the County Supervisor of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision 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 8. All orders, 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 and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 11th day of February, 2025.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip Russell, II, Chairman, County Council
Union County, South Carolina

[SEAL]

ATTEST:

Kindra Horne, Clerk to County Council
Union County, South Carolina

First Reading: November 12, 2024
Second Reading: December 10, 2024
Public Hearing: February 11, 2025
Third Reading: February 11, 2025

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

UNION COUNTY, SOUTH CAROLINA

and

BUFFALO PV1, LLC

Dated as of February 11, 2025

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated to be effective as of February 11, 2025, by and between UNION COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and BUFFALO PV1, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”, or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments to reimburse such investors for expenditures in connection with infrastructure serving the County or improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of special source revenue credits; and

WHEREAS, the Company is considering the establishment and/or expansion of certain facilities at one or more locations in the County (the “Project”), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$100,000,000 in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on November 12, 2024 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, a multi-county industrial or business park, and special source revenue credits

with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. [●] enacted by the Council on February 11, 2025, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, and the potential investment to be made, or caused to be made, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service provided that neither of the following conditions are true: (a) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs; or (b) the Company has commenced retrofitting, repowering, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment.

“Act” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Sponsor or Sponsor Affiliate required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall

have furnished to the Company, or such other Sponsor or Sponsor Affiliate, as the case may be, an itemized statement of all such expenses incurred.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter directly or indirectly owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter directly or indirectly owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

"Agreement" shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

"Company" shall mean Buffalo PV1, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under Sections 4.05 or 6.01 hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

"Compliance Period" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2027, and, in such event, the Compliance Period will end on December 31, 2033.

"Council" shall mean the governing body of the County and its successors.

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

"Decommission" or *"Decommissioning"* shall mean the removal, collection, transportation, disposal (including reuse and/or recycling) of all fixtures, equipment, and associated improvements comprising the Project, stabilization and rehabilitation of the Land, and restoration of the Land to a condition substantially similar to its original state.

"Decommissioning Cost" shall mean an amount equal to Gross Decommissioning Costs, minus Total Salvage Value, which such amount shall be (i) calculated by an independent engineer

licensed to practice in the State of South Carolina, and (ii) calculated no less than one (1) month prior to the fifteenth (15th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service and updated every five (5) years until the end of the Term.

“*Decommissioning Security*” shall have the meaning specified in **Section 4.08** hereof.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor thereof.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Decommissioning Securities*” shall have the meaning specified in **Section 4.08** hereof.

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company or any other Sponsor or Sponsor Affiliate with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“Force Majeure” shall mean: strikes; accidents; freight embargoes; inability to obtain materials; wind, fires, floods, hail, earthquakes, explosions or other natural disasters; conditions arising from government orders, war or national emergency; acts of God; and, any other event, similar or dissimilar, beyond the reasonable control of the Company or any other Sponsor or Sponsor Affiliate.

“Future Land Development Regulations” shall have the meaning ascribed thereto in **Section 3.04** hereof.

“Gross Decommissioning Costs” shall mean all costs associated with the Decommission of the Project; provided, however, the term “Gross Decommissioning Costs” shall not include the following: (i) re-grading the Land beyond the removal of any access roads; (ii) replanting of trees or crops removed by the Project; and (iii) the cost of removing any equipment, fixtures, or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected.

“Investment Period” shall mean the period for completion of the Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act; provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2027, upon any such extension, the Investment Period would end on December 31, 2037.

“Land” shall mean the land, that has been or will be leased or acquired, upon which the Project has been or will be acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“Minimum Statutory Investment Requirement” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

“Multi-County Park” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code.

“Multi-County Park Agreement” shall mean the Agreement for Development for Joint County Industrial and Business Park (Project Tango) between the County and Spartanburg County, South Carolina, dated as of April 9, 2024, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended or replaced from time to time.

“Negotiated FILOT” or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“Negotiated FILOT Property” shall mean all Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“Negotiated FILOT Term” shall have the meaning specified in **Section 3.02(a)** hereof.

“Net FILOT Payment” shall mean a total annual FILOT Payment of \$224,700 for each tax year during the term of this Agreement for which a FILOT Payment is due hereunder; provided, however, the FILOT Payment for the Project shall be increased for any tax year by the proportion by which the total nameplate generation capacity of the Project as of the end of the Property Tax Year (corresponding to such tax year) exceeded 74.9 megawatts of AC power. Any form of battery storage to store the AC power produced from the Project shall not be considered additional power generation. For example, and by way of example only, if the total nameplate generation capacity of the Project as of the Property Tax Year ending December 31, 2025 is 83.888 megawatts of AC power (or 112% of 74.9 megawatts), then the \$224,700 annual Net FILOT Payment otherwise due for tax year 2025, due and payable to the County on or before January 15, 2026, would be \$251,664 (i.e., 112% of \$224,700). The Company shall provide the County Administrator and County Auditor with report(s) (including third party reports, if applicable) each year by the March 31 immediately following each Property Tax Year corresponding to a tax year for which a FILOT Payment is due hereunder providing reasonably conclusive evidence of the total nameplate generation capacity of the Project as of the end of such Property Tax Year.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated

FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Sponsor or Sponsor Affiliates for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, or any other Sponsor or Sponsor Affiliate, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"Released Property" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"Special Source Act" shall mean Section 4-1-175 of the Code.

"Special Source Credits" shall mean the special source revenue credits described in **Section 3.02** hereof.

"Special Source Improvements" shall mean, to the extent paid for by the Company or any other Sponsor or Sponsor Affiliate, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of

buildings, fixtures, or other real property improvements, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, together with any personal property comprising the Project, and any additions or improvements to any of the foregoing, whether paid for by the Company or any other Sponsor or Sponsor Affiliate directly or through lease payments.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean a Person whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met and if such Person (other than the Company) executes and delivers to the County and the Department of Revenue a joinder agreement in the form attached hereto as **Exhibit B**. As of the original execution and delivery of this Agreement, the only Sponsor is the Company and the only Sponsor Affiliates are: (i) Russell Inabinet, in his individual capacity, with respect to that portion of the Land identified as “Parcel 1” and “Parcel 3” on **Exhibit A** attached hereto; (ii) Russell Inabinet and Lindsey Inabinet, in their respective individual capacities, with respect to that portion of the Land identified as “Parcel 2” on **Exhibit A** attached hereto; and (iii) Fairforest I LLC, in its limited liability company capacity, with respect to those portions of the Land identified as “Parcel 4,” “Parcel 5,” and “Parcel 6” on **Exhibit A** attached hereto.

“*State*” shall mean the State of South Carolina.

“*Substantial Energy Generation*” shall mean the generation and delivery of electricity by the Project to the power grid.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Total Salvage Value*” shall mean the actual salvage value for all equipment, fixtures, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions therefor, comprising the Project, utilizing current U.S. salvage exchange rates.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Agreement as a whole.

Section 1.03. Project-Related Investments. The term “investment” or “invest” as used herein shall include not only investments made by the Company and any other Sponsor or Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any other Sponsor or 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, as the case may be, by the Company or such other Sponsor or Sponsor Affiliate.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties 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 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 Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of South Carolina and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 of each year and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project primarily for solar energy generation, including, without limitation, associated energy storage facilities, and other related activities.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Company and each other Sponsor Affiliate (each a "Credit Eligible Entity" and, collectively, the "Credit Eligible Entities") shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from each Credit Eligible Entity with respect to the Project, for the entire Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof (the "Negotiated FILOT Term"), commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to the Project in an amount sufficient to reduce each such FILOT Payment due for each such tax year such that the aggregate net FILOT Payment due from the Credit Eligible Entities, after such reduction, is equal to the Net FILOT Payment; provided, the aggregate annual Special Source Credits to which the Credit Eligible Entities are entitled for a tax year shall

be applied initially against any Negotiated FILOT Payments due for such tax year from any Sponsor Affiliates, and then secondarily and residually against any Negotiated FILOT Payment due for such tax year from the Company. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company and all other Sponsors or Sponsor Affiliates.

(b) Notwithstanding the provisions of **Section 3.02(a)** hereof, as to any tax year during the Negotiated FILOT Term for which the Net FILOT Payment is higher than the aggregate Negotiated FILOT Payments due from the Credit Eligible Entities for such tax year, (i) the Credit Eligible Entities shall not be entitled to any Special Source Credits against any Negotiated FILOT Payments due for such tax years, and (ii) the assessment ratio utilized in the calculation of the Negotiated FILOT Payment due for such tax year by the Company, as set forth in **Section 5.01(b)(ii)** hereof, shall be automatically increased such that the aggregate Negotiated FILOT Payments due for such tax year from the Credit Eligible Entities equal the Net FILOT Payment.

(c) The Net FILOT Payment a Credit Eligible Entity is due to pay for each tax year of the Negotiated FILOT Term shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity with respect to each such tax year, by either (i) reducing the total original FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year, all pursuant to, and in accordance with, **Section 3.02(a)** hereof, or (ii) increasing the applicable assessment ratio utilized in the calculation of the Negotiated FILOT Payment due from the Company for such tax year, to the extent required by, and in accordance with, **Section 3.02(b)** hereof.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

Section 3.03. Multi-County Park Designation. The County agrees to designate the Project, including, but not limited to, the Land, as part of the Multi-County Park, if not already so designated, and agrees to maintain the Project, including, but not limited to, the Land, within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms, and for a duration, which facilitate the provision by the County, and the receipt by the Company, of the Special Source Credits set forth in **Section 3.02** hereof.

Section 3.04. Future Land Development Regulations. In the event that, following the date of the original execution and delivery of this Agreement, the County enacts any ordinances and/or regulations for the regulation of any aspect of development, including, without limitation, any zoning, rezoning, subdivision, or sign regulations, any solar-specific obligations and/or permitting

requirements, or any other regulations controlling the development or use of property within the County (collectively, "Future Land Development Regulations"), the County hereby agrees that the Company and/or the Project, whichever is applicable, shall not be subject to the Future Land Development Regulations. Instead, the County and the Company agree that the Company and/or the Project, whichever is applicable, shall be subject to those requirements, regulations, and standards applicable to the Project, and in effect, as of the original execution and delivery of this Agreement.

Section 3.05. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits, and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that the tax or FILOT payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including but not limited to the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1, and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in Project.

(a) The Company hereby agrees to use commercially reasonable efforts to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2027.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Project by any and all other Sponsors and Sponsor Affiliates shall together with investment in the Project by the Company, count toward all investment requirements, thresholds, and levels set forth in this Agreement, including, without limitation, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Sponsor or Sponsor Affiliate filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Project, the County hereby agrees that in the event the Minimum Statutory Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as the parties hereto presently anticipate, placed in service in the Property Tax Year ending on December 31, 2027, upon any such extension, the Investment Period would extend through December 31, 2037.

(d) Subject to the provisions of **Sections 4.05** and **6.01** hereof, the Company and each other Sponsor and Sponsor Affiliate shall retain title to, or other property rights in, its respective portion of the Project throughout the Term, and the Company and each other Sponsor and Sponsor Affiliate shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) The Company and each other Sponsor or Sponsor Affiliate shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Sponsor or Sponsor Affiliate may, at its own expense, add to the Project all such real and personal property as the Company, or such other Sponsor or Sponsor Affiliate, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)** hereof, in any instance when the Company or any other Sponsor or Sponsor Affiliate, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Sponsor or Sponsor Affiliate may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of such property as a whole or in part without the consent of the County.

(iii) The Company and each other Sponsor or Sponsor Affiliate may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement, including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement, and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(iv) If the Company or any other Sponsor or Sponsor Affiliate sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such other Sponsor or Sponsor Affiliate shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction,

addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such addition, disposal, or removal reflected by any such return shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. [Reserved]

Section 4.03. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions with respect to the Company or such other Sponsor or Sponsor Affiliate, respectively, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties hereto understand and agree that: (i) the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement, and all resolutions, ordinances and other documentation related thereto, and that the Company's obligation to reimburse the County for such legal fees and other expenses, as set forth herein, shall not exceed \$5,000; and, (ii) in no event shall the Company or any other Sponsor or Sponsor Affiliate be prospectively obligated to reimburse the County for Administrative Expenses in excess of \$1,500, in the aggregate, in any year during the Term.

Section 4.04. Use of Project for Lawful Activities. During the Term, the Company and each other Sponsor or Sponsor Affiliate may use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise

dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company or counsel to the transferee company stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports. The Company and each other Sponsor and Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and

voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

Section 4.07. Funding for Special Source Improvements. The Company and each other Sponsor and Sponsor Affiliate shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

Section 4.08. Decommissioning the Project. In the event of Abandonment, the Company shall Decommission the Project within three hundred sixty-five (365) days of Abandonment. Beginning on the fifteenth (15th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, the County may, by providing written notice to the Company, require the Company to provide a performance guaranty in the form of a surety or performance bond, letter of credit, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County (“Decommissioning Security”) in the amount of (i) \$100,000, or (ii) 125% of the estimated Decommission Cost, whichever is greater. The County hereby agrees that, in the event the County requires Decommissioning Security pursuant to and in accordance with this **Section 4.08**, the Company shall be deemed to have satisfied said requirement upon the procurement by the Company of any Decommissioning Security required by any rules and regulations promulgated by the South Carolina Department of Health and Environmental Control applicable to the Project and/or any agreement with any lessor of all or any portion of the Land in connection with the Project (collectively, “Existing Decommissioning Securities”), and delivery of evidence of the same to the County. In the event that the value of any Existing Decommissioning Securities is less than the Decommissioning Security required by this **Section 4.08**, the Company shall provide a supplemental performance guaranty in an amount equal to the difference between the value of any Existing Decommissioning Securities and the Decommissioning Security required by this **Section 4.08**.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which

the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2029. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of forty (40) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of forty (40) years, up to an aggregate of forty-five (45) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of fifty (50) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate or rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, and which millage rate the parties believe to be 374.2 mills; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax

laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, including, without limitation, a Force Majeure;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Negotiated FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy any exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated

FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) [Reserved]

(iii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the

Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Sponsor or Sponsor Affiliate at the Land, whether owned by the Company or any other Sponsor or Sponsor Affiliate outright or utilized by the Company or any other Sponsor or Sponsor Affiliate pursuant to any financing agreement or any lease or other arrangement with the Company or any other Sponsor or Sponsor Affiliate, and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Negotiated FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Sponsor or Sponsor Affiliate may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this 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 other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or is leasing all or a portion of the Project in question from the Company or any other Sponsor or Sponsor Affiliate. In the event of any such transfer, lease, financing, or other

transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action of the County or the Council, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Company or any other Sponsor or Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Company shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or any such other Sponsor or Sponsor Affiliate (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or any such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the Company or any such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and 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 any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The County acknowledges that, notwithstanding any of the terms of this **Section 6.01** or this Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such other Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof, provided, such Person must deliver to the County and the Department of Revenue a joinder agreement in the form attached hereto as **Exhibit B**. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project by the end of the Compliance Period all investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project by the end of the Compliance Period by the Company and all Sponsors and Sponsor Affiliates exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act, provided that delivery of the joinder agreement as described above shall satisfy such notice requirement.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT Payments pursuant to the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the

termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** hereof prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsors or Sponsor Affiliates, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02 and 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein; or

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition,

or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof; or

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsors or Sponsor Affiliates, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Union County
Attn: County Supervisor
Union County Court House
210 W. Main Street
Union, SC 29379

(b) with a copy (which shall not constitute notice) to:

Brandon Norris, County Attorney
Burr & Forman LLP
PO Box 447
Greenville, SC 29602

(c) As to the Company:

Buffalo PV1, LLC
Attn: Mac Flores
PO Box 2265
Mansfield, TX 76063

(d) with a copy (which shall not constitute notice) to:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with

the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of this Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or similar means whereby each original signature has been reproduced (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to original signatures for all purposes.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 9.10. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

UNION COUNTY, SOUTH CAROLINA

By: _____
Phillip Russell, II, Chairman, County Council
Union County, South Carolina

[SEAL]

ATTEST:

By: _____
Kindra Horne, Clerk to County Council
Union County, South Carolina

BUFFALO PV1, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

LAND DESCRIPTION

Those parcels located in the County of Union, State of South Carolina, described below:

Parcel 1

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing ninety-six (96) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-062 000

Parcel 2

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing sixty-three (63) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-059 000

Parcel 3

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred seventy-one (171) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-036 000

Parcel 4

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred fifty-eight (158) acres, more or less.

Tax Pin Number (for informational purposes only): 091-00-00-063 000

Parcel 5

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 081-00-00-031 000

Parcel 6

ALL that piece, parcel or plantation of land situate, lying and being in Union, County of Union, State of South Carolina, containing one hundred forty-six (146) acres, more or less.

Tax Pin Number (for informational purposes only): 082-20-00-001 000

EXHIBIT B

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee in Lieu of Tax and Incentive Agreement, effective [●], 2024 (“Fee Agreement”), between Union County, South Carolina (“County”) and Buffalo PV1, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____] , [a _____] / [a resident of _____] (“Sponsor Affiliate”), hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if [he]/[she]/[it] were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Negotiated FILOT Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Negotiated FILOT Act.

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law; Counterparts.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

5. Notice.

Notices under Section 9.03 of the Fee Agreement shall be sent to:

[_____]

[Remainder of Page Intentionally Blank]
[Signature Page Follows]

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

_____, as a Sponsor Affiliate
Date _____

By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned hereby designates the above-named [entity] / [individual] as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

BUFFALO PV1, LLC, as Sponsor

By: _____
Its: _____

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

UNION COUNTY, SOUTH CAROLINA

By: _____
Its: _____

[Signature Page to Joinder Agreement]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN UNION COUNTY, SOUTH CAROLINA AND EATON CORPORATION 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, UNION 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 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 did previously enter into an Inducement Agreement dated February 11, 2025 (the "*Inducement Agreement*") with Eaton Corporation, an Ohio corporation (the "*Company*") (which was known to the County at the time as "*Project Panama*"), 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 transformer manufacturing facility in the County (collectively, the "*Project*"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$340,433,000 in the County and the expected creation of approximately 698 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 Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit 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 special source 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;

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;

WHEREAS, all or a portion of the real property and improvements existing as of the date hereof which are to be included in the Project (the "Project Property") are currently owned by the County subject to that certain Lease Agreement in effect between the County, as lessor, and BEL BTS (SC) LLC ("BEL"), as lessee, dated September 15, 1998 and recorded in the Register of Deeds Office for the County in Deed Book 218 at Page 218 (as amended, the "Lease Agreement"), and such Project Property is further subject to that certain Special Source Revenue Credit Agreement in effect between BEL and the County dated as of October 9, 2013 (as amended, the "SSRC Agreement"); and

WHEREAS, the Company intends to purchase or acquire the Project Property from BEL, and, to effect such purchase, has requested that the Lease Agreement be terminated by BEL and that the County deed the Project Property to BEL in accordance with the provisions of the Lease Agreement, and that the SSRC Agreement also be terminated by BEL in accordance with its terms;

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 Supervisor 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 Union County Auditor, Assessor and Treasurer. 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 Supervisor, 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 Supervisor and the Clerk to County Council, for and on behalf of the County, are 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, and to do all things necessary to effect the termination of the Lease Agreement, conveyance of the Project Property to BEL and termination of the SSRC Agreement, all in accordance with appropriate notices and direction of BEL pursuant to the provisions of the Lease Agreement and SSRC Agreement, including, without limitation, the execution and delivery of a limited warranty deed to BEL for the purpose of conveying the Project Property, and the execution and delivery of such acknowledgments or documents as may be deemed reasonable or necessary by the County Supervisor to evidence the termination of the Lease Agreement and the SSRC Agreement.

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 11th day of February, 2025.

UNION COUNTY, SOUTH CAROLINA

County Supervisor

Attest:

Clerk to County Council

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

STATE OF SOUTH CAROLINA

COUNTY OF UNION

I, the undersigned Clerk to County Council of Union 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 _____, 20__, _____, 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 to County Council,
Union County, South Carolina

Dated: _____, 2025

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

Between

UNION COUNTY, SOUTH CAROLINA

and

EATON CORPORATION

Dated as of [____], 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 Name: | Eaton Corporation | Project Name: | Project Panama |
| Projected Investment: | \$340,433,000 | Projected Jobs: | 698 |
| Location (street): | 3805 Furman L Fendley Hwy, Jonesville, SC 29353 | Tax Map No.: | 016-00-00-041 000 |
| 1. FILOT | | | |
| Required Investment: | \$340,433,000 | | |
| Investment Period: | 8 years (Enhanced Investment) | Ordinance No./Date: | /February 11, 2025 |
| Assessment Ratio: | 4.00% | Term (years): | 40 |
| Fixed Millage: | 373.6 | Net Present Value (if yes, discount rate): | N/A |
| Clawback information: | Failure to meet the FILOT Act Minimum Investment Requirement during the Investment Period will result in termination of this Agreement and payment of a Deficiency Amount. Failure to meet the Enhanced Minimum Investment Requirement during the Investment Period will result in the modification of the Assessment Ratio and Investment Period, and the payment of a Deficiency Amount. See Section 4.03. | | |
| 2. MCIP | | | |
| Included in an MCIP: | Yes | | |
| If yes, Name & Date: | Union/Spartanburg [DATE TO COME], 2025 | | |
| 3. SSRC | | | |
| Total Amount: | Determined based on investment. | | |
| No. of Years | 40 | | |
| Yearly Increments: | 65% for Years 1-5, 60% for Years 6-10, 50% for Years 11-20 and 40% for Years 21-40 | | |
| Clawback information: | <p>A proportionate reduction of the SSRC (retroactive and prospective) is to apply if the Contract Minimum Investment Requirement is not satisfied during the Investment Period, provided not less than \$150,000,000 is invested in the project during the Investment Period. A full clawback of the SSRC (retroactive and prospective) is to apply if less than \$150,000,000 is invested in Economic Development Property comprising the Project during the Investment Period. See Section 4.02.</p> <p>A proportionate reduction (prospective only) of the SSRC is to apply if the Contract Minimum Investment Requirement is not maintained following the Investment Period. A full loss of the SSRC is to apply (prospective only) if the investment maintained after the Investment Period falls below \$150,000,000. See Section 4.02.</p> | | |
| 4. Other information | N/A | | |

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "*Fee Agreement*") is made and entered into as of [____], 2025 by and between **UNION 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 Union County Council (the "*County Council*") as the governing body of the County, and **EATON CORPORATION**, a corporation organized and existing under the laws of the State of Ohio (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 of transformers 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 February 11, 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 Eaton Corporation, an Ohio corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$340,433,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

“County Supervisor” shall mean the Union County Supervisor, or the person holding any successor office of the County.

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

“Credit Period” shall have the meaning given such term in Section 4.02(a) herein.

“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 and this Fee Agreement, and 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 eight (8) years after the Commencement Date.

“Enhanced Minimum Investment Requirement” shall mean either (a) aggregate investment by the Company and any Sponsor Affiliates (to the extent permitted by the Act) in the Project of at least four hundred million dollars (\$400,000,000) or (b)(i) investment by the Company and any Sponsor Affiliates (to the extent permitted by the Act) 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 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 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” 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.

“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 [DATE TO COME], 2025, as amended, between the County and Spartanburg 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.

“Partial Maintenance Shortfall Percentage” shall mean a percentage equal to (i) the Contract Minimum Investment Requirement, less (ii) the investment in Economic Development Property maintained by the Company, together with any Sponsor Affiliates, in the Project with respect to a given property tax year during the Credit Period, divided by (iii) the Contract Minimum Investment Requirement.

“Partial Shortfall Percentage” shall mean a percentage equal to (i) the Contract Minimum Investment Requirement, less (ii) the actual amount invested in Economic Development Property by the Company, together with any Sponsor Affiliates, in the Project during the Investment Period, divided by (iii) the Contract Minimum Investment Requirement.

“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 and (b) the property allowed pursuant to Section 12-44-110(2) and (3) of the FILOT Act.

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

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

“Special Source Credits” shall mean the annual special source 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 373.6 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 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 Ohio, 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 transformers, 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 Enhanced 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, (ii) meet the Enhanced Minimum Investment Requirement, and (iii) create approximately 698 new, full-time jobs (with benefits) 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 this Fee Agreement, 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 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 Supervisor 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 (4.0 %) 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 and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 373.6 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 Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of forty (40) consecutive years (the "Credit Period") commencing with the first such FILOT Payment made with respect to the Project. The property tax year with respect to which such first FILOT Payment is billed is hereafter referred to as "Year 1", and the succeeding property tax years during the Credit Period are referred to in the same manner with the appropriate year number designation (i.e., "Year 2", "Year 3", etc.). The Special Source Credits shall be equal to the following percentages of the FILOT Payments payable by the Company with respect to the Project hereunder (that is, with respect to investment made by the Company in the Project during the Investment Period) for the following years, calculated and applied after payment of the amount due the non-host county under the MCIP Agreement: sixty-five percent (65%) with respect to Years 1-5, sixty percent (60%) with respect to Years 6-10, fifty percent (50%) with respect to Years 11-20 and forty percent (40%) with respect to Years 21-40.

(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 a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended 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 C.

(d) 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, but the Company, together with any Sponsor Affiliates, has otherwise invested at least one hundred fifty million dollars (\$150,000,000) in Economic Development Property comprising the Project by the end of the Investment Period, the Special Source Credits already received by the Company and any such Sponsor Affiliates shall be partially repaid,

and the remaining Special Source Credits to be applied during the Credit Period shall be reduced, as follows:

i. The Company and all Sponsor Affiliates shall repay to the County the amount of the Special Source Credits previously received by them, multiplied by the Partial Shortfall Percentage (the "Partial Credit Recapture Amount"); and

ii. The Special Source Credits to be applied during the remainder of the Credit Period shall be reduced by the Partial Shortfall Percentage.

By way of example only, if the Partial Shortfall Percentage is 50%, then the Partial Credit Recapture Amount would be equal to 50% of the Special Source Credits previously received; and the Special Source Credits during the remainder of the Credit Period would be reduced by half or 50% with respect to each year, such that what would otherwise have been applied as a 60% Special Source Credit would instead be applied as a 30% Special Source Credit, what would otherwise have been applied as a 50% Special Source Credit would instead be applied as a 25% Special Source Credit, and what would otherwise have been applied as a 40% Special Source Credit would instead be applied as a 20% Special Source Credit.

Any amounts determined to be owing pursuant to this subsection (d) shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Enhanced Investment Period.

(e) In the event the Company, together with any Sponsor Affiliates, fails to invest at least one hundred fifty million dollars (\$150,000,000.00) in Economic Development Property comprising the Project during the Investment Period, then the Company and any Sponsor Affiliates shall repay the benefit of all Special Source Credits received and all Special Source Credits which would otherwise have been applied during the remainder of the Credit Period shall be lost entirely.

Any amount determined to be owing pursuant to this subsection (e) shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Enhanced Investment Period.

(f) In the event that the Company, together with any Sponsor Affiliates, invests at least the Contract Minimum Investment Requirement in Economic Development Property comprising the Project during the Investment Period, but in any property tax year thereafter (the "Initial Maintenance Shortfall Year") fails to maintain at least the Contract Minimum Investment Requirement in Economic Development Property comprising the Project (without regard to depreciation) with respect to any year during the Credit Period, then the Special Source Credit to be applied with respect to such year and the remaining years in the Credit Period shall be reduced by the applicable Partial Maintenance Shortfall Percentage. In each property tax year following the Initial Maintenance Shortfall Year in which the investment of the Company, together with any Sponsor Affiliates, in the Project is further reduced from that existing with respect to the Initial Maintenance Shortfall Year (each a "Subsequent Maintenance Shortfall Year"), the Partial Maintenance Shortfall Percentage shall be recalculated based on the investment maintained by the Company and any Sponsor Affiliates in Economic Development Property in the Project in the applicable Subsequent Maintenance Shortfall Year, and the Special Source Credit to be applied with respect to such Subsequent Maintenance Shortfall Year and the remaining years in the Credit Period shall be further reduced by application of the recalculated Partial Maintenance Shortfall Percentage.

In the event that the Company, together with any Sponsor Affiliates, invests at least the Contract Minimum Investment Requirement in the Project during the Investment Period, but thereafter fails to maintain an investment in Economic Development Property comprising the Project (without regard to depreciation) of at least one hundred fifty million dollars (\$150,000,000.00), then the amount of the Special Source Credit with respect to such property tax year shall be reduced to 0% for the property tax year in which such failure occurs and thereafter for the remainder of the Credit Period.

(g) As provided in Section 4-29-68 of the Code, to the extent any Special Source 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 Fee 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.

(h) Each annual Special Source 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 Credit to be provided to the Company for such property tax year.

(i) The Special Source 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 Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard 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 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 one hundred twentieth (120th) day following the last day of the Standard 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

therefore 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 one hundred twentieth (120th) day 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 Supervisor, 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 FILOT, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

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

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment 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 may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. 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 of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement 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 Enhanced 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:

Eaton Corporation
1000 Eaton Boulevard – Mail Code 3N
- 20 –
Beachwood, Ohio 44122
Attn: Director, State and Local Tax Strategy

With a copy to:

Eaton Corporation
1000 Eaton Boulevard – Mail Code 4N
Beachwood, Ohio 44122
Attn: EHS Counsel

And

Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
Attn: Robyn Minter Smyers, Esq.

If to the County:

Union County
Attn: County Supervisor
203 West Main Street
Union, South Carolina 29379

With a copy to:

Jennifer Williams,
Union County Attorney
210 West Main Street
Union, South Carolina 29379

and a copy to:

Burr & Forman LLP
Attn: Brandon T. Norris
104 South Main Street, Suite 700
Greenville, South Carolina 29601

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 Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Supervisor 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.

UNION COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Its: County Supervisor

ATTEST:

Clerk to County Council of
Union County, South Carolina

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

EATON CORPORATION

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Eaton Corporation (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 [____], 2025 between Union 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: _____
Title: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Eaton Corporation (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 [____], 2025 between Union 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:

| <u>Personal Property Description</u> | <u>Investment Amount</u> |
|--------------------------------------|--------------------------|
|--------------------------------------|--------------------------|

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: _____
Title: _____

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 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 be thereafter 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. 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 thereafter be 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.

Section 4. 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. 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.

Section 5. 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. 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 Sheriff's Department. If any of the Park properties located in either Union County or Spartanburg 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 Union County pursuant to the Park Agreement shall be distributed within Union County in the manner set forth in Section 12-2 Union County Code of Ordinances, as the same may be amended from time to time ("Section 12-2"); provided, however, that: (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) Union County may, by ordinance, amend the distribution of such revenues to all taxing entities.

In the event that Section 12-2 is repealed and no successor ordinance or code section provides for the distribution of revenues generated from industries or businesses to be retained by Union County pursuant to the Park Agreement, such revenues shall be distributed as follows:

First, unless Union County elects to pay or credit the same from only those revenues which Union County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service and other amounts required to be paid with respect to any special source revenue bonds issued by Union County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, at the option of Union County, to reimburse Union County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located

therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council of Union County from time to time; and

Third, to those taxing entities which overlap the applicable properties within Union County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing entities, and to no others;

provided, that: (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) Union County may, by ordinance, amend the distribution of such revenues to all taxing entities.

Section 7. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Union County Code of Ordinances or other Union 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.

UNION COUNTY, SOUTH CAROLINA

(SEAL)

County Supervisor
Union County, South Carolina

ATTEST:

Clerk to Union County Council

First Reading: _____, 20__
Second Reading: _____, 20__
Public Hearing: _____, 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.** 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.

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.

10. **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.

11. **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.

12. **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.

Kindra Horne

From: Norris, Brandon <BNorris@burr.com>
Sent: Friday, February 7, 2025 11:32 AM
To: Spoor, Dean; Dolton Williams
Cc: Kindra Horne; Looper, Craig; Phillip Russell
Subject: RE: Project Panama
Attachments: Inducement Resolution and Agreement - Union County - Project Panama(56640652.2).docx; Fee Ordinance - Union County - Project Panama(56640656.1).doc; Fee and SSRC Agreement - Union County - Project Panama(56232333.5).doc; Union County MCIP Ordinance - Union County - Project Panama(56640659.1).docx; MCIP Agreement - Union County - Project Panama(56640663.1).doc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you, Dean. Kindra, attached are clean only copies for third reading. If you or Phillip (now copied) would like to also provide redlines run against the documents that were presented to County Council at second reading, please let me know and I will run those for you.

Dean, I think you were going to provide a legal description that we could attach to the form of the Fee Agreement. Are you able to provide one at this point? I don't think it is absolutely necessary that we have it attached for third reading as long as the tax map number on the summary page of the Fee Agreement covers the entire property, but if you have a property description you are comfortable with, it would be nice if we could attach it.

Thanks
Brandon



Brandon Norris
Partner

BNorris@burr.com
864-552-9379 (*direct*)



*104 South Main Street, Suite 700
Greenville, SC 29601*

The information contained in this email is intended for the individual or entity above. If you are not the ir recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying

Monthly Update Report from Finance for February Council Meeting:

- Financials were included in Council packets for the 7th month period ending January 31, 2025 (58.3% of the year).
- Revenues for January have not been posted so they currently shown behind January YTD period.
- Expenditures are 55.61%, which is on target from time-line standpoint. There are certain payments made at the beginning of the fiscal year that cover the full year, such as general insurance and some maintenance fees, which causing the calculated %-age to be higher in the early months of the fiscal year.
- Quarterly Grant update reports are up-to date as of January.
- Work is in process on the 2024 audit.

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|-------------------------------|-------------------|----------------------|---------------------|----------------------|---------------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| <u>REVENUES</u> | | | ACTUAL | | |
| TAXES | | | | | |
| REAL ESTATE TAXES | 101-0000-301-0000 | 8,575,500.00 | 1,925,154.43 | 6,650,345.57 | 22.45% |
| VEHICLE TAXES | 101-0000-302-0000 | 1,343,000.00 | 629,877.26 | 713,122.74 | 46.90% |
| PILOT - COUNTY OPERATIONS | 101-0000-302-0000 | 2,400,000.00 | - | 2,400,000.00 | 0.00% |
| WATERCRAFT | 101-0000-302-0000 | 58,500.00 | 17,914.90 | 40,585.10 | 30.62% |
| LOST TAX | 101-0000-302-0000 | 2,300,000.00 | - | 2,300,000.00 | 0.00% |
| | | <u>14,677,000.00</u> | <u>2,572,946.59</u> | <u>12,104,053.41</u> | <u>17.53%</u> |
| FINES | | | | | |
| MAGISTRATE | 101-0000-311-0000 | 90,000.00 | 49,916.97 | 40,083.03 | 55.46% |
| CLERK OF COURT - GEN SESSIONS | 101-0000-312-0000 | 4,500.00 | 1,227.72 | 3,272.28 | 27.28% |
| NSF-MAG FINE | 101-0000-313-0000 | - | 82.00 | (82.00) | #DIV/0! |
| REVENUE | 101-0000-318-0000 | - | 204.00 | (204.00) | #DIV/0! |
| COC-BOND ESTREATMENT | 101-0000-322-0000 | - | - | - | #DIV/0! |
| | | <u>94,500.00</u> | <u>51,430.69</u> | <u>43,069.31</u> | <u>54.42%</u> |
| FEES | | | | | |
| MAGISTRATE - CIVIL COSTS | 101-0000-323-1000 | 55,000.00 | 29,265.00 | 25,735.00 | 53.21% |
| TAX ASSESSOR FEES | 101-0000-323-1100 | - | - | - | #DIV/0! |
| CLERK OF COURT FEES | 101-0000-323-1300 | 185,000.00 | 87,607.80 | 97,392.20 | 47.36% |
| CLERK OF COURT COLL FEES | 101-0000-323-1400 | 5,000.00 | 3,881.58 | 1,118.42 | 77.63% |
| PROBATE JUDGE FEES | 101-0000-323-2000 | 45,000.00 | 14,601.45 | 30,398.55 | 32.45% |
| DEL TAX COLLECTION FEES | 101-0000-323-2500 | - | (150.00) | 150.00 | #DIV/0! |
| WORTHLESS CHECK FEES-SOL | 101-0000-323-2600 | - | 164.00 | (164.00) | #DIV/0! |
| CITY CODE ENFORCEMENT | 101-0000-323-3800 | - | 23,250.00 | (23,250.00) | #DIV/0! |
| CITY ANIMAL CONTROL | 101-0000-323-3900 | 31,000.00 | - | 31,000.00 | 0.00% |
| ANIMAL CONTROL | 101-0000-323-4000 | - | 1,951.46 | (1,951.46) | #DIV/0! |
| ANIMAL SHELTER DONATION | 101-0000-323-4200 | - | - | - | #DIV/0! |
| SPAY/NEUTER PROGRAM | 101-0000-323-4400 | - | - | - | #DIV/0! |
| JAIL FEES | 101-0000-323-7100 | - | - | - | #DIV/0! |
| BAD CHECK FEES | 101-0000-323-7500 | - | - | - | #DIV/0! |
| SHERIFF FEES | 101-0000-323-7600 | 3,000.00 | 2,803.00 | 197.00 | 93.43% |
| FAMILY COURT COST | 101-0000-323-7800 | 70,000.00 | 35,014.40 | 34,985.60 | 50.02% |
| BUILDING PERMITS | 101-0000-323-8000 | 200,000.00 | 38,758.10 | 161,241.90 | 19.38% |
| VEHICLE DECAL FEE | - | - | - | - | #DIV/0! |
| LOCAL ASSESSMENT FEES | 101-0000-323-9000 | - | 90.33 | (90.33) | #DIV/0! |
| TAX DATA FEES | 101-0000-323-9500 | - | 1,500.00 | (1,500.00) | #DIV/0! |
| CC & IP FEES | 101-0000-323-9600 | 15,000.00 | 5,570.55 | 9,429.45 | 37.14% |
| | | <u>609,000.00</u> | <u>244,307.67</u> | <u>364,692.33</u> | <u>40.12%</u> |
| STATE & FEDERAL | | | | | |
| MERCHANTS INVENTORY TAX | 101-0000-331-1000 | 55,000.00 | 41,095.59 | 13,904.41 | 74.72% |
| STATE SHARED TAXES | 101-0000-331-1100 | 1,140,463.00 | 897,382.16 | 243,080.84 | 78.69% |
| NATIONAL FOREST FUND | 101-0000-331-1200 | 100,000.00 | (60,075.67) | 160,075.67 | -60.08% |
| VOTERS REGISTRATION | 101-0000-331-1300 | 40,000.00 | 44,224.86 | (4,224.86) | 110.56% |
| SOL OFFICE-PUBLIC DEF SAL | 101-0000-331-1500 | - | - | - | #DIV/0! |
| ASST SOLICITOR'S SALARY | 101-0000-331-1600 | - | - | - | #DIV/0! |
| VETERAN'S AFFAIRS | 101-0000-331-1700 | 5,700.00 | 4,657.06 | 1,042.94 | 81.70% |
| DEPT OF SOCIAL SERVICES | 101-0000-331-1800 | 45,000.00 | 4,537.56 | 40,462.44 | 10.08% |
| ACCOMMODATIONS TAX - STATE | 101-0000-331-1900 | 150,000.00 | 218,685.50 | (68,685.50) | 145.79% |
| EMERGENCY SERVICES | 101-0000-331-2000 | 20,000.00 | 46,424.04 | (26,424.04) | 232.12% |
| CARNEGIE LIBRARY - STATE | 101-0000-331-2400 | - | - | - | #DIV/0! |
| CARNEGIE LIBRARY - FEDERAL | 101-0000-331-2500 | - | - | - | #DIV/0! |
| PILT PROGRAM | 101-0000-331-2700 | - | - | - | #DIV/0! |
| POLLWORKERS | 101-0000-331-3100 | 70,000.00 | - | 70,000.00 | 0.00% |
| UNCLAIMED PROPERTY-STATE | 101-0000-331-3200 | - | 1,461.71 | (1,461.71) | #DIV/0! |
| RURAL CO STABILIZATION | 101-0000-331-3200 | 387,097.00 | 387,096.76 | 0.24 | 100.00% |
| | | <u>2,013,260.00</u> | <u>1,585,489.57</u> | <u>427,770.43</u> | <u>78.75%</u> |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|-------------------------------------|------------------------|----------------------|---------------------|----------------------|---------------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| OTHER | | | ACTUAL | | |
| RECREATION DEPARTMENT | 101-0000-351-1000 | 19,000.00 | - | 19,000.00 | 0.00% |
| RENT - AIRPORT HANGARS | 101-0000-351-6000 | 30,000.00 | 15,950.00 | 14,050.00 | 53.17% |
| TRANS FUNDS - LOCAL HOSP/ACCOM | 101-0000-351-8000 | 300,000.00 | | 300,000.00 | 0.00% |
| TRANSFER IN | 101-0000-380-0000 | 90,000.00 | 170,768.83 | (80,768.83) | 189.74% |
| SUBSCRIBER BILLING | 101-0000-380-1000 | 80,821.00 | 80,539.87 | 281.13 | 99.65% |
| TOURISM | 101-0000-380-1100 | 209,083.00 | - | 209,083.00 | 0.00% |
| VICTIM'S ADVOCATE | 101-0000-380-1200 | | 52,319.58 | (52,319.58) | #DIV/0! |
| COC-TITLE IV-D | 101-0000-380-1300 | 77,000.00 | 14,259.34 | 62,740.66 | 18.52% |
| POLLWORKERS | 101-0000-380-1400 | | - | - | #DIV/0! |
| ALCOHOL & DRUG ABUSE | 101-0000-380-1500 | 603,095.00 | 316,470.98 | 286,624.02 | 52.47% |
| SOLICITOR'S OFFICE | 101-0000-380-1600 | 346,281.00 | - | 346,281.00 | 0.00% |
| COMMUNITY DEV | 101-0000-380-1700 | 93,814.00 | 57,677.62 | 36,136.38 | 61.48% |
| SCHOOL RESOURCE OFFICER (NEW) | 101-0000-380-1800 | 415,000.00 | 281,651.03 | 133,348.97 | 67.87% |
| ALCOHOL & DRUG EXPENSES | 101-0000-380-2500 | 159,160.00 | 58,342.47 | 100,817.53 | 36.66% |
| VICTIM'S ADVOCATE EXPENSES | 101-0000-380-2600 | | 4,205.28 | (4,205.28) | #DIV/0! |
| TRANSFER IN - TITLE IV SMALL | 101-0000-380-2700 | 15,907.00 | 11,732.41 | 4,174.59 | 73.76% |
| TRANSFER - CORONER FUNDS | | | | - | #DIV/0! |
| ECONOMIC DEVELOPMENT(OPERATIONS) | | 150,000.00 | - | 150,000.00 | 0.00% |
| TRANSFER FROM TITLE I FUNDING | | | | - | #DIV/0! |
| TRANSFER FROM COMMUNITY DEVELOPMENT | | | | - | #DIV/0! |
| ECONOMIC DEVELOPMENT(SPECIAL) | | | | - | #DIV/0! |
| TRANSFER TUITION ASSISTANCE | | | | - | #DIV/0! |
| TRANSFER FROM ELECTRONIC MONITORING | | | | - | #DIV/0! |
| REIMBURSEMENTS | VARIOUS | | | - | #DIV/0! |
| COMMISSION-VENDING MACH | 101-0000-391-0100 | | | - | #DIV/0! |
| STADIUM | 101-0000-391-0200 | 75,000.00 | - | 75,000.00 | 0.00% |
| TAX NOTICE AMOUNT | 101-0000-391-0300 | 3,500.00 | 2,672.75 | 827.25 | 76.36% |
| INTEREST INCOME | 101-0000-391-0400 | 1,500,000.00 | 819,400.11 | 680,599.89 | 54.63% |
| MISCELLANEOUS | 101-0000-391-0600 | | 137.98 | (137.98) | #DIV/0! |
| RENT OF TOWER | 101-0000-391-0800 | 45,000.00 | 23,735.62 | 21,264.38 | 52.75% |
| FRANCHISE FEES | 101-0000-391-1200 | 75,000.00 | 34,448.33 | 40,551.67 | 45.93% |
| AUCTION PROCEEDS | 101-0000-391-1300 | 15,000.00 | 16,100.49 | (1,100.49) | 107.34% |
| CHRISTMAS PARTY DONATIONS | 101-0000-391-1500 | | - | - | #DIV/0! |
| INTEREST - CO OPER PROVIDENT | 101-0000-391-1600 | 25,000.00 | 10,082.20 | 14,917.80 | 40.33% |
| TIMKEN SPORT COMPLEX REVENUE | 101-0000-391-1800 | 125,000.00 | - | 125,000.00 | 0.00% |
| LANDFILL HOST FEES | 101-0000-391-2000 | 2,250,000.00 | 1,441,498.65 | 808,501.35 | 64.07% |
| WORKERS COMP SALARY REIMB | 101-0000-391-2100 | | | - | #DIV/0! |
| GEN ELECTION-CITY & SCHOOL | 101-0000-391-2700 | 7,500.00 | 5,000.00 | 2,500.00 | 66.67% |
| REIMBURSEMENT FROM INSURANCE | 101-0000-391-3300 | | 32,755.26 | (32,755.26) | #DIV/0! |
| COMMUNICATIONS | 101-0000-391-3400 | | - | - | #DIV/0! |
| RESTITUTION | 101-0000-391-4000 | | - | - | #DIV/0! |
| SALE OF SCRAP METAL | 101-0000-391-4400 | 25,000.00 | 100.00 | 24,900.00 | 0.40% |
| SALE OF COUNTY PROPERTY | 101-0000-391-4600 | | - | - | #DIV/0! |
| SALE OF RECYCLE PRODUCTS | 101-0000-391-4600 | 10,000.00 | | 10,000.00 | 0.00% |
| LITTER GRANT FROM REPUBLIC | 101-0000-391-5800 | | - | - | #DIV/0! |
| REIMBURSEMENT TAX NOTICE POSTINGS | 101-0000-391-5400 | | | - | #DIV/0! |
| OTHER INCOME | 101-0000-391-5500 | | 4,347.00 | (4,347.00) | #DIV/0! |
| EMS OTHER INCOME | 101-0000-391-5550 | | 275.00 | (275.00) | #DIV/0! |
| EMS TAX LEVY - VEHICLE | 101-0000-391-5610 | | 96,896.01 | (96,896.01) | #DIV/0! |
| EMS TAX LEVY - R/E | 101-0000-391-5620 | | 349,724.86 | (349,724.86) | #DIV/0! |
| EMS TAX LEVY - WATERCRAFT | 101-0000-391-5640 | | 2,502.67 | (2,502.67) | #DIV/0! |
| EMS COLLECTIONS | 101-0000-391-5700 | 1,000,000.00 | 470,689.78 | 529,310.22 | 47.07% |
| WKR'S COMP REIMBU | 101-0000-391-6500 | | 10,047.42 | (10,047.42) | #DIV/0! |
| LANDFILL DONATION-CKFD | 101-0000-391-6700 | 25,000.00 | 12,500.00 | 12,500.00 | 50.00% |
| SALE - RECYCLED CARDBOARD | 101-0000-391-6800 | | 3,078.69 | (3,078.69) | #DIV/0! |
| LOCAL OPTION SALES TAX | 101-0000-391-7100 | 800,000.00 | - | 800,000.00 | 0.00% |
| STATE CR-EM/ER RETIREMENT | 101-0000-391-8000 | 72,963.00 | 72,963.17 | (0.17) | 100.00% |
| MED/EDUC BLDG | 101-0000-391-8100 | | | - | #DIV/0! |
| CITY GRANT TO DEV BOARD | 101-0000-391-8600 | 10,000.00 | | 10,000.00 | 0.00% |
| FIREWORKS | 101-0000-391-7500/9100 | | - | - | #DIV/0! |
| SHIP-COST POOL REFUND | 101-0000-391-9000 | | | - | #DIV/0! |
| LEASE INCOME-MYCOWORKS | 101-0000-391-9700 | 7,500.00 | 11,666.70 | (4,166.70) | 155.56% |
| LEASE INCOME-MYCOWORKS | 101-0000-391-9700 | | 447.97 | (447.97) | #DIV/0! |
| | | 8,660,624.00 | 4,484,988.07 | 4,175,635.93 | 51.79% |
| TOTAL | | 26,054,384.00 | 8,939,162.59 | 17,115,221.41 | 34.31% |

UNION COUNTY SC
 BUDGET TO ACTUAL VARIANCE

| | 2024-2025 BUDGET | 58.3% 1/31/2025 ACTUAL | VARIANCE | %-AGE OF BUDGET |
|-------------------------------|----------------------|------------------------------|----------------------|--------------------|
| COUNTY GENERAL FUND | | | | |
| TRANSFER FROM SPECIAL REVENUE | (1,066.00) | | (1,066.00) | 0.00% |
| PROCEEDS FROM CAPITAL LEASE | 40,000.00 | | 40,000.00 | 0.00% |
| MILLAGE INCREASE | | | - | #DIV/0! |
| | | | - | #DIV/0! |
| | <u>38,934.00</u> | <u>-</u> | <u>38,934.00</u> | <u>0.00%</u> |
| GRAND TOTAL | 26,093,318.00 | 8,939,162.59 | 17,154,155.41 | 34.26% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|--|--------------------|------------|------------|------------|----------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| <u>EXPENDITURES</u> | | | ACTUAL | | |
| SUPERVISOR, COUNCIL, FINANCE & HR | | | | | |
| SALARIES | 101-1101-411-11-50 | 473,356.00 | 284,342.89 | 189,013.11 | 60.07% |
| SUBSCRIBER BILLING SALARIES | 101-1101-411-11-55 | - | 1,171.67 | (1,171.67) | #DIV/0! |
| INSURANCE | 101-1101-411-44-01 | 76,097.00 | 43,170.94 | 32,926.06 | 56.73% |
| SOCIAL SECURITY | 101-1101-411-44-02 | 36,212.00 | 20,985.74 | 15,226.26 | 57.95% |
| RETIREMENT | 101-1101-411-44-04 | 100,541.00 | 54,563.87 | 45,977.13 | 54.27% |
| WORKERS COMPENSATION | 101-1101-411-44-06 | 5,421.00 | 4,557.29 | 863.71 | 84.07% |
| UTILITIES | 101-1101-411-40-01 | 20,000.00 | 10,294.93 | 9,705.07 | 51.47% |
| PROFESSIONAL SERVICES | 101-1101-411-47-02 | 100,000.00 | 25,158.59 | 74,841.41 | 25.16% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1101-411-50-25 | 800.00 | 318.00 | 482.00 | 39.75% |
| COMMUNICATIONS | 101-1101-411-53-01 | 7,500.00 | 8,042.72 | (542.72) | 107.24% |
| TRAINING | 101-1101-411-58-05 | 13,200.00 | 3,139.31 | 10,060.69 | 23.78% |
| PRINTING & OFFICE SUPPLIES | 101-1101-411-61-01 | 15,300.00 | 4,886.83 | 10,413.17 | 31.94% |
| POSTAGE METER RENT & POSTAGE | 101-1101-411-61-06 | 5,000.00 | 198.03 | 4,801.97 | 3.96% |
| LEASE & COPIES | 101-1101-411-66-03 | 12,500.00 | 9,833.89 | 2,666.11 | 78.67% |
| | | 865,927.00 | 470,664.70 | 395,262.30 | 54.35% |
| IT | | | | | |
| SALARIES | 101-1102-411-11-50 | 51,063.00 | 31,261.77 | 19,801.23 | 61.22% |
| INSURANCE | 101-1102-411-44-01 | 7,020.00 | 3,989.58 | 3,030.42 | 56.83% |
| SOCIAL SECURITY | 101-1102-411-44-02 | 3,907.00 | 2,324.33 | 1,582.67 | 59.49% |
| RETIREMENT | 101-1102-411-44-04 | 9,478.00 | 5,802.21 | 3,675.79 | 61.22% |
| WORKERS COMPENSATION | 101-1102-411-44-06 | 578.00 | 353.21 | 224.79 | 61.11% |
| MAINTENANCE CONTRACTS | 101-1102-411-47-01 | 15,000.00 | 150.00 | 14,850.00 | 1.00% |
| PROFESSIONAL SERVICES | 101-1102-411-47-02 | 195,000.00 | 150,756.85 | 44,243.15 | 77.31% |
| COMMUNICATIONS | 101-1102-411-53-01 | 3,000.00 | 2,624.65 | 375.35 | 87.49% |
| DATA PROCESSING TRAINING | 101-1102-411-58-06 | 5,000.00 | - | 5,000.00 | 0.00% |
| COMPUTER EQUIP/SERVERS | 101-1102-411-66-13 | 40,000.00 | 9,581.63 | 30,418.37 | 23.95% |
| SECURITY/SLED-OSS | 101-1102-411-66-15 | 20,000.00 | 10,142.65 | 9,857.35 | 50.71% |
| SOFTWARE/LICENSES | 101-1102-411-66-16 | 10,000.00 | 1,055.44 | 8,944.56 | 10.55% |
| NETWORK EQUIP/UPGRADE | 101-1102-411-66-17 | - | - | - | #DIV/0! |
| | | 360,046.00 | 218,042.32 | 142,003.68 | 60.56% |
| DEVELOPMENT BOARD | | | | | |
| SALARIES | 101-1103-411-11-50 | 163,298.00 | 99,972.30 | 63,325.70 | 61.22% |
| INSURANCE | 101-1103-411-44-01 | 14,040.00 | 7,979.16 | 6,060.84 | 56.83% |
| SOCIAL SECURITY | 101-1103-411-44-02 | 12,493.00 | 7,487.96 | 5,005.04 | 59.94% |
| RETIREMENT | 101-1103-411-44-04 | 30,309.00 | 18,554.80 | 11,754.20 | 61.22% |
| WORKERS COMPENSATION | 101-1103-411-44-06 | 4,491.00 | 2,749.25 | 1,741.75 | 61.22% |
| UTILITIES | 101-1103-411-40-01 | 5,000.00 | 2,891.86 | 2,108.14 | 57.84% |
| PROFESSIONAL SERVICES | 101-1103-411-47-02 | 15,000.00 | 7,214.78 | 7,785.22 | 48.10% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1103-411-50-10 | 16,000.00 | 14,321.80 | 1,678.20 | 89.51% |
| TRAINING & TRAVEL | 101-1103-411-58-05 | 10,000.00 | 2,326.88 | 7,673.12 | 23.27% |
| PRINTING & OFFICE SUPPLIES | 101-1103-411-61-01 | 4,000.00 | 1,832.22 | 2,167.78 | 45.81% |
| VEHICLE OPERATION & MAINTENANCE | 101-1103-411-65-01 | 1,000.00 | 15.00 | 985.00 | 1.50% |
| CAPITAL EXPENDITURES | 101-1103-411-66-01 | 10,000.00 | 753.27 | 9,246.73 | 7.53% |
| LEASE & MAINTENANCE | 101-1103-411-66-04 | 5,000.00 | 1,160.58 | 3,839.42 | 23.21% |
| INDUSTRIAL PARKS | 101-1103-411-67-01 | 40,000.00 | 14,099.93 | 25,900.07 | 35.25% |
| MARKETING | 101-1103-411-67-02 | - | - | - | #DIV/0! |
| GRANT EXPENDITURES | 101-1103-411-67-03 | - | - | - | #DIV/0! |
| OPERATIONAL CONTINGENCY FUND | 101-1103-411-75-02 | 2,000.00 | - | 2,000.00 | 0.00% |
| | | 332,631.00 | 181,359.79 | 151,271.21 | 54.52% |
| COMMUNITY DEVELOPMENT | | | | | |
| SALARIES | 101-1104-411-11-50 | 68,111.00 | 41,698.07 | 26,412.93 | 61.22% |
| INSURANCE | 101-1104-411-44-01 | 7,020.00 | 3,989.58 | 3,030.42 | 56.83% |
| SOCIAL SECURITY | 101-1104-411-44-02 | 5,211.00 | 3,104.08 | 2,106.92 | 59.57% |
| RETIREMENT | 101-1104-411-44-04 | 12,642.00 | 7,739.20 | 4,902.80 | 61.22% |
| WORKERS COMPENSATION | 101-1104-411-44-06 | 1,874.00 | 1,146.69 | 727.31 | 61.19% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1104-411-50-25 | 35.00 | - | 35.00 | 0.00% |
| COMMUNICATIONS | 101-1104-411-53-01 | 500.00 | 244.70 | 255.30 | 48.94% |
| TRAINING & TRAVEL | 101-1104-411-58-06 | 3,485.00 | 1,186.37 | 2,298.63 | 34.04% |
| PRINTING & OFFICE SUPPLIES | 101-1104-411-61-01 | 1,578.00 | - | 1,578.00 | 0.00% |
| MARKETING | 101-1104-411-67-02 | 1,090.00 | 28.00 | 1,062.00 | 2.57% |
| OPERATIONAL CONTINGENCY FUND | 101-1104-411-75-02 | 1,000.00 | 500.00 | 500.00 | 50.00% |
| | | 102,546.00 | 59,636.69 | 39,979.01 | 58.16% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 BUDGET | 58.3% 1/31/2025 ACTUAL | VARIANCE | %-AGE OF BUDGET |
|-------------------------------|--------------------|---------------------|------------------------------|------------|--------------------|
| TOURISM | | | | | |
| SALARIES | 101-1105-411-11-50 | 52,773.00 | 32,783.32 | 19,989.68 | 62.12% |
| INSURANCE | 101-1105-411-44-01 | 14,501.00 | 8,237.72 | 6,263.28 | 56.81% |
| SOCIAL SECURITY | 101-1105-411-44-02 | 4,038.00 | 2,311.71 | 1,726.29 | 57.25% |
| RETIREMENT | 101-1105-411-44-04 | 9,795.00 | 6,084.56 | 3,710.44 | 62.12% |
| WORKERS COMPENSATION | 101-1105-411-44-06 | 1,452.00 | 897.22 | 554.78 | 61.79% |
| UTILITIES | 101-1105-411-40-01 | 7,200.00 | 4,228.45 | 2,971.55 | 58.73% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1105-411-50-25 | 2,000.00 | - | 2,000.00 | 0.00% |
| COMMUNICATIONS | 101-1105-411-53-01 | 3,792.00 | 1,784.53 | 2,007.47 | 47.06% |
| ADVERTISING | 101-1105-411-54-01 | 7,000.00 | - | 7,000.00 | 0.00% |
| TRAINING & TRAVEL | 101-1105-411-58-06 | 6,500.00 | 126.86 | 6,373.14 | 1.95% |
| PRINTING & OFFICE SUPPLIES | 101-1105-411-61-01 | 1,000.00 | 512.53 | 487.47 | 51.25% |
| POSTAGE | 101-1105-411-61-07 | 55.00 | - | 55.00 | 0.00% |
| OPERATIONAL CONTINGENCY FUND | 101-1105-411-75-02 | 4,000.00 | 2,338.46 | - | 58.46% |
| EVENTS | 101-1105-411-75-12 | 92,500.00 | 10,588.26 | 81,911.74 | 11.45% |
| WEB HOSTING | 101-1105-411-75-13 | 3,600.00 | 1,575.00 | 2,025.00 | 43.75% |
| | | 210,206.00 | 71,468.62 | 137,075.84 | 34.00% |
| FIRE SERVICE | | | | | |
| WORKERS COMPENSATION | 101-1106-411-44-06 | 5,000.00 | - | 5,000.00 | 0.00% |
| VOLUNTEER FIREMAN'S INSURANCE | 101-1106-411-54-25 | 18,500.00 | 7,716.00 | 10,784.00 | 41.71% |
| TOWER RENTAL | 101-1106-411-66-02 | 110,500.00 | 64,611.76 | 45,888.24 | 58.47% |
| MISCELLANEOUS | 101-1106-411-75-05 | 12,400.00 | 64.17 | 12,335.83 | 0.52% |
| | | 146,400.00 | 72,391.93 | 74,008.07 | 49.45% |
| MAGISTRATE | | | | | |
| SALARIES | 101-1201-412-11-50 | 273,705.00 | 166,366.35 | 107,338.65 | 60.78% |
| SALARIES - SECURITY | 101-1201-412-11-61 | 31,200.00 | 17,830.00 | 13,370.00 | 57.15% |
| INSURANCE | 101-1201-412-44-01 | 86,676.00 | 49,339.90 | 37,336.10 | 56.92% |
| SOCIAL SECURITY | 101-1201-412-44-02 | 23,326.00 | 14,201.02 | 9,124.98 | 60.88% |
| RETIREMENT | 101-1201-412-44-04 | 60,002.00 | 39,182.15 | 20,819.85 | 65.30% |
| WORKERS COMPENSATION | 101-1201-412-44-06 | 7,678.00 | 4,703.84 | 2,974.16 | 61.26% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1201-412-50-25 | 1,000.00 | 953.71 | 46.29 | 95.37% |
| COMMUNICATIONS | 101-1201-412-53-01 | 900.00 | 245.00 | 655.00 | 27.22% |
| JURY PAY | 101-1201-412-54-10 | 15,000.00 | 385.53 | 14,614.47 | 2.57% |
| APPEALS | 101-1201-412-54-15 | 1,500.00 | - | 1,500.00 | 0.00% |
| TRAINING & TRAVEL | 101-1201-412-58-06 | 7,700.00 | 1,183.11 | 6,516.89 | 15.37% |
| PRINTING & OFFICE SUPPLIES | 101-1201-412-61-01 | 6,750.00 | 3,059.69 | 3,690.31 | 45.33% |
| JAIL OFFICE SUPPLIES | 101-1201-412-61-02 | 1,500.00 | - | 1,500.00 | 0.00% |
| LEASES & COPIES | 101-1201-412-66-03 | 1,085.00 | 363.61 | 721.39 | 33.51% |
| | | 518,022.00 | 297,813.91 | 220,208.09 | 57.49% |
| PROBATE JUDGE | | | | | |
| SALARIES | 101-1202-412-11-50 | 114,972.00 | 67,915.57 | 47,056.43 | 59.07% |
| INSURANCE | 101-1202-412-44-01 | 14,040.00 | 7,979.16 | 6,060.84 | 56.83% |
| SOCIAL SECURITY | 101-1202-412-44-02 | 8,796.00 | 5,924.44 | 2,871.56 | 67.35% |
| RETIREMENT | 101-1202-412-44-04 | 22,984.00 | 15,938.57 | 7,045.43 | 69.35% |
| WORKERS COMPENSATION | 101-1202-412-44-06 | 1,855.00 | 245.30 | 1,609.70 | 13.22% |
| MAINTENANCE CONTRACTS | 101-1202-412-47-01 | 3,420.00 | - | 3,420.00 | 0.00% |
| TRAINING | 101-1202-412-58-05 | 3,800.00 | 635.00 | 3,165.00 | 16.71% |
| PRINTING & OFFICE SUPPLIES | 101-1202-412-61-01 | 3,500.00 | 914.12 | 2,585.88 | 26.12% |
| LEASES & COPIES | 101-1202-412-66-03 | 1,500.00 | 1,079.31 | 420.69 | 71.95% |
| | | 174,867.00 | 100,631.47 | 74,235.53 | 57.55% |
| CIRCUIT COURT | | | | | |
| SALARIES | 101-1203-412-11-50 | 70,560.00 | 38,266.52 | 32,293.48 | 54.23% |
| SOCIAL SECURITY | 101-1203-412-44-02 | 5,398.00 | 2,927.51 | 2,470.49 | 54.23% |
| RETIREMENT | 101-1203-412-44-04 | 13,096.00 | 7,102.20 | 5,993.80 | 54.23% |
| WORKERS COMPENSATION | 101-1203-412-44-06 | 2,442.00 | 1,323.99 | 1,118.01 | 54.22% |
| MISCELLANEOUS | 101-1203-412-75-05 | 42,500.00 | 10,526.04 | 31,973.96 | 24.77% |
| | | 133,996.00 | 60,146.26 | 73,849.74 | 44.89% |
| PUBLIC DEFENDER | | | | | |
| MISCELLANEOUS | 101-1204-412-75-05 | 170,313.00 | 170,313.00 | - | 100.00% |
| | | 170,313.00 | 170,313.00 | - | 100.00% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|---|--------------------|-------------------|-------------------|-------------------|---------------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| | | | ACTUAL | | |
| SOLICITOR'S OFFICE | | | | | |
| SALARIES | 101-1205-412-11-50 | 529,476.00 | 331,738.81 | 197,737.19 | 62.65% |
| INSURANCE | 101-1205-412-44-01 | 57,921.00 | 32,895.22 | 25,025.78 | 56.79% |
| SOCIAL SECURITY | 101-1205-412-44-02 | 40,505.00 | 24,703.35 | 15,801.65 | 60.99% |
| RETIREMENT | 101-1205-412-44-04 | 100,152.00 | 61,881.88 | 38,270.12 | 61.79% |
| WORKERS COMPENSATION | 101-1205-412-44-06 | 4,129.00 | 2,567.72 | 1,561.28 | 62.19% |
| SERVICE CONTRACTS | 101-1205-412-47-08 | 1,000.00 | 199.45 | 800.55 | 19.95% |
| TRAVEL | 101-1205-412-58-01 | 1,000.00 | 555.07 | 444.93 | 55.51% |
| TRAINING | 101-1205-412-58-05 | 900.00 | 494.58 | 405.42 | 54.95% |
| PRINTING & OFFICE SUPPLIES | 101-1205-412-61-01 | 2,500.00 | 1,164.27 | 1,335.73 | 46.57% |
| | | <u>737,583.00</u> | <u>456,200.35</u> | <u>281,382.65</u> | <u>61.85%</u> |
| CLERK OF COURT | | | | | |
| SALARIES | 101-1220-412-11-50 | 397,964.00 | 227,731.12 | 170,232.88 | 57.22% |
| SALARIES - TITLE IV-D LARGE | 101-1220-412-11-60 | 29,312.00 | 11,272.66 | 18,039.34 | 38.46% |
| SALARIES - TITLE IV-D SMALL | 101-1220-412-11-66 | 16,055.00 | 9,273.19 | 6,781.81 | 57.76% |
| INSURANCE | 101-1220-412-44-01 | 86,001.00 | 39,305.29 | 46,695.71 | 45.70% |
| SOCIAL SECURITY | 101-1220-412-44-02 | 33,915.00 | 19,243.73 | 14,671.27 | 56.74% |
| RETIREMENT | 101-1220-412-44-04 | 80,531.00 | 48,168.34 | 32,362.66 | 59.81% |
| WORKERS COMPENSATION | 101-1220-412-44-06 | 3,171.00 | 2,113.08 | 1,057.92 | 66.64% |
| UTILITIES | 101-1220-412-40-01 | 55,000.00 | 29,384.75 | 25,615.25 | 53.43% |
| MAINTENANCE CONTRACTS | 101-1220-412-47-01 | 51,500.00 | 43,426.33 | 8,073.67 | 84.32% |
| COMPUTER SVCS & SUPPLIES(PUBLIC) | 101-1220-412-47-04 | 3,836.00 | 3,028.30 | 807.70 | 78.94% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1220-412-50-25 | 400.00 | 200.00 | 200.00 | 50.00% |
| COMMUNICATIONS | 101-1220-412-53-01 | 75,500.00 | 46,955.69 | 28,544.31 | 62.19% |
| TRAINING | 101-1220-412-58-05 | 7,000.00 | 101.06 | 6,898.94 | 1.44% |
| PRINTING & OFFICE SUPPLIES | 101-1220-412-61-01 | 7,750.00 | 5,063.80 | 2,686.20 | 65.34% |
| BOOK IMPROVEMENTS (RESTORATION) | 101-1220-412-61-05 | 10,000.00 | 7,818.90 | 2,181.10 | 78.19% |
| POSTAGE METER RENT & POSTAGE | 101-1220-412-61-06 | 17,500.00 | 5,742.70 | 11,757.30 | 32.82% |
| LEASES & COPIES | 101-1220-412-66-03 | 13,700.00 | 5,602.38 | 8,097.62 | 40.89% |
| | | <u>889,135.00</u> | <u>504,431.32</u> | <u>384,703.68</u> | <u>56.73%</u> |
| VOTER REGISTRATION/ELECTION COMM | | | | | |
| SALARIES | 101-1401-414-11-50 | 101,124.00 | 54,024.39 | 47,099.61 | 53.42% |
| SALARIES - POLLWORKERS | 101-1401-414-11-62 | 75,000.00 | 26,620.00 | 48,380.00 | 35.49% |
| INSURANCE | 101-1401-414-44-01 | 18,307.00 | 10,525.76 | 7,781.24 | 57.50% |
| SOCIAL SECURITY | 101-1401-414-44-02 | 7,736.00 | 4,078.57 | 3,657.43 | 52.72% |
| RETIREMENT | 101-1401-414-44-04 | 18,769.00 | 11,480.07 | 7,288.93 | 61.17% |
| WORKERS COMPENSATION | 101-1401-414-44-06 | 546.00 | 292.00 | 254.00 | 53.48% |
| MAINTENANCE CONTRACTS | 101-1401-414-47-01 | 31,800.00 | 19,575.82 | 12,224.18 | 61.56% |
| DUES | 101-1401-414-50-02 | 450.00 | - | 450.00 | 0.00% |
| GENERAL ELECTION EXPENSE | 101-1401-414-54-30 | 8,000.00 | 2,376.92 | 5,623.08 | 29.71% |
| TRAVEL | 101-1401-414-58-01 | 1,200.00 | 469.50 | 730.50 | 39.13% |
| TRAINING | 101-1401-414-58-05 | 900.00 | 620.88 | 279.12 | 68.99% |
| PRINTING & OFFICE SUPPLIES | 101-1401-414-61-01 | 7,075.00 | 3,408.26 | 3,666.74 | 48.17% |
| POSTAGE | 101-1401-414-61-06 | 5,000.00 | - | 5,000.00 | 0.00% |
| MACHINERY & EQUIPMENT REPAIR | 101-1401-414-65-02 | 1,700.00 | - | 1,700.00 | 0.00% |
| LEASE & COPIES | 101-1401-414-66-03 | 1,750.00 | 974.72 | 775.28 | 55.70% |
| | | <u>279,357.00</u> | <u>134,446.89</u> | <u>144,910.11</u> | <u>48.13%</u> |
| COUNTY ATTORNEY | | | | | |
| SALARIES | 101-1501-415-11-50 | 33,181.00 | 20,313.51 | 12,867.49 | 61.22% |
| SOCIAL SECURITY | 101-1501-415-44-02 | 2,539.00 | 1,553.93 | 985.07 | 61.20% |
| RETIREMENT | 101-1501-415-44-04 | 6,159.00 | 3,770.20 | 2,388.80 | 61.21% |
| WORKERS COMPENSATION | 101-1501-415-44-06 | 123.00 | 75.14 | 47.86 | 61.09% |
| TRAINING | 101-1501-415-58-05 | 250.00 | - | 250.00 | 0.00% |
| | | <u>42,252.00</u> | <u>25,712.78</u> | <u>16,539.22</u> | <u>60.86%</u> |
| BUILDING INSPECTOR | | | | | |
| PROFESSIONAL SERVICES | 101-1505-415-47-02 | 150,000.00 | 57,729.73 | 92,270.27 | 38.49% |
| PRINTING & OFFICE SUPPLIES | 101-1505-415-61-01 | 2,000.00 | - | 2,000.00 | 0.00% |
| | | <u>152,000.00</u> | <u>57,729.73</u> | <u>94,270.27</u> | <u>37.98%</u> |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|-----------------------------------|--------------------|-------------------|-------------------|-------------------|---------------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| | | | ACTUAL | | |
| TAX ASSESSOR | | | | | |
| SALARIES | 101-1510-415-11-50 | 165,235.00 | 77,729.40 | 87,505.60 | 47.04% |
| INSURANCE | 101-1510-415-44-01 | 32,347.00 | 7,979.16 | 24,367.84 | 24.67% |
| SOCIAL SECURITY | 101-1510-415-44-02 | 12,641.00 | 5,788.83 | 6,852.17 | 45.79% |
| RETIREMENT | 101-1510-415-44-04 | 30,668.00 | 14,426.60 | 16,241.40 | 47.04% |
| WORKERS COMPENSATION | 101-1510-415-44-06 | 3,042.00 | 1,224.31 | 1,817.69 | 40.25% |
| UTILITIES | 101-1510-415-40-01 | 7,000.00 | 817.88 | 6,182.12 | 11.68% |
| PROFESSIONAL SERVICES | 101-1510-415-47-02 | 21,000.00 | 22,130.15 | (1,130.15) | 105.38% |
| COMPUTER SVCS & SUPPLIES(PUBLIC) | 101-1510-415-47-04 | 17,579.00 | 15,293.58 | 2,285.42 | 87.00% |
| DUES | 101-1510-415-50-02 | 925.00 | 295.00 | 630.00 | 31.88% |
| TRAINING | 101-1510-415-58-05 | 2,000.00 | - | 2,000.00 | 0.00% |
| PRINTING & OFFICE SUPPLIES | 101-1510-415-61-01 | 1,000.00 | 632.33 | 367.67 | 63.23% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-1510-415-61-02 | 500.00 | - | 500.00 | 0.00% |
| POSTAGE METER RENT & POSTAGE | 101-1510-415-61-06 | 1,000.00 | - | 1,000.00 | 0.00% |
| LEASE & COPIES | 101-1510-415-66-03 | 3,700.00 | 1,715.95 | 1,984.05 | 46.38% |
| | | <u>298,637.00</u> | <u>148,033.19</u> | <u>150,603.81</u> | <u>49.57%</u> |
| DELINQUENT TAX OFFICE | | | | | |
| SALARIES | 101-1511-415-11-50 | 82,979.00 | 83,931.32 | (952.32) | 101.15% |
| INSURANCE | 101-1511-415-44-01 | 18,554.00 | 13,964.78 | 4,589.22 | 75.27% |
| SOCIAL SECURITY | 101-1511-415-44-02 | 6,348.00 | 6,356.44 | (8.44) | 100.13% |
| RETIREMENT | 101-1511-415-44-04 | 15,401.00 | 15,577.59 | (176.59) | 101.15% |
| WORKERS COMPENSATION | 101-1511-415-44-06 | 258.00 | 260.21 | (2.21) | 100.86% |
| COMPUTER SVCS & SUPPLIES(PUBLIC) | 101-1511-415-47-04 | 14,341.00 | 8,533.81 | 5,807.19 | 59.51% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1511-415-50-25 | 125.00 | 135.00 | (10.00) | 108.00% |
| TRAINING | 101-1511-415-58-05 | 2,200.00 | 1,438.22 | 761.78 | 65.37% |
| PRINTING & OFFICE SUPPLIES | 101-1511-415-61-01 | 1,000.00 | 447.13 | 552.87 | 44.71% |
| POSTAGE METER RENT & POSTAGE | 101-1511-415-61-06 | 25,000.00 | 880.33 | 24,119.67 | 3.52% |
| LEASE & COPIES | 101-1511-415-66-03 | 2,500.00 | - | 2,500.00 | 0.00% |
| | | <u>168,706.00</u> | <u>131,524.83</u> | <u>37,181.17</u> | <u>77.96%</u> |
| TREASURER'S OFFICE | | | | | |
| SALARIES | 101-1520-415-11-50 | 165,847.00 | 102,025.44 | 63,821.56 | 61.52% |
| INSURANCE | 101-1520-415-44-01 | 21,060.00 | 11,968.74 | 9,091.26 | 56.83% |
| SOCIAL SECURITY | 101-1520-415-44-02 | 12,688.00 | 7,534.98 | 5,153.02 | 59.39% |
| RETIREMENT | 101-1520-415-44-04 | 30,782.00 | 18,936.02 | 11,845.98 | 61.52% |
| WORKERS COMPENSATION | 101-1520-415-44-06 | 515.00 | 315.53 | 199.47 | 61.27% |
| COMPUTER SVCS & SUPPLIES(PUBLIC) | 101-1520-415-47-04 | 78,009.00 | 59,425.14 | 18,583.86 | 76.18% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1520-415-50-25 | 80.00 | 80.00 | - | 100.00% |
| ADVERTISING | 101-1520-415-54-01 | 700.00 | 449.00 | 251.00 | 64.14% |
| TRAINING | 101-1520-415-58-05 | 3,500.00 | 1,209.08 | 2,290.92 | 34.55% |
| PRINTING & OFFICE SUPPLIES | 101-1520-415-61-01 | 3,500.00 | 274.57 | 3,225.43 | 7.84% |
| LEASE & COPIES | 101-1520-415-66-03 | 1,815.00 | 889.18 | 925.82 | 48.99% |
| | | <u>318,496.00</u> | <u>203,107.68</u> | <u>115,388.32</u> | <u>63.77%</u> |
| AUDITOR'S OFFICE | | | | | |
| SALARIES | 101-1525-415-11-50 | 140,475.00 | 85,512.70 | 54,962.30 | 60.87% |
| INSURANCE | 101-1525-415-44-01 | 29,841.00 | 17,031.26 | 12,809.74 | 57.07% |
| SOCIAL SECURITY | 101-1525-415-44-02 | 10,747.00 | 6,241.24 | 4,505.76 | 58.07% |
| RETIREMENT | 101-1525-415-44-04 | 26,072.00 | 15,871.28 | 10,200.72 | 60.87% |
| WORKERS COMPENSATION | 101-1525-415-44-06 | 436.00 | 264.96 | 171.04 | 60.77% |
| COMPUTER SVCS & SUPPLIES(PUBLIC) | 101-1525-415-47-04 | 74,448.00 | 54,494.26 | 19,953.74 | 73.20% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-1525-415-50-25 | 150.00 | - | 150.00 | 0.00% |
| TRAINING | 101-1525-415-58-05 | 3,000.00 | 1,925.22 | 1,074.78 | 64.17% |
| PRINTING & OFFICE SUPPLIES | 101-1525-415-61-01 | 1,600.00 | 212.75 | 1,387.25 | 13.30% |
| LEASE & COPIES | 101-1525-415-61-01 | 4,330.00 | 2,052.03 | 2,277.97 | 47.39% |
| | | <u>291,099.00</u> | <u>183,605.70</u> | <u>107,493.30</u> | <u>63.07%</u> |
| BUILDING SUPERINTENDENT | | | | | |
| SALARIES | 101-1910-419-11-50 | 118,050.00 | 74,148.86 | 43,901.14 | 62.81% |
| INSURANCE | 101-1910-419-44-01 | 18,554.00 | 10,572.98 | 7,981.02 | 56.98% |
| SOCIAL SECURITY | 101-1910-419-44-02 | 9,031.00 | 5,486.22 | 3,544.78 | 60.75% |
| RETIREMENT | 101-1910-419-44-04 | 22,869.00 | 14,333.02 | 8,535.98 | 62.67% |
| WORKERS COMPENSATION | 101-1910-419-44-06 | 5,443.00 | 3,255.52 | 2,187.48 | 59.81% |
| PROFESSIONAL SERVICES | 101-1910-419-47-02 | 20,000.00 | 19,168.92 | 831.08 | 95.84% |
| CLOTHING & UNIFORMS | 101-1910-419-50-01 | 1,000.00 | 816.27 | 183.73 | 81.63% |
| COMMUNICATIONS | 101-1910-419-53-01 | 1,000.00 | 717.76 | 282.24 | 71.78% |
| TRAINING | 101-1910-419-58-05 | 1,000.00 | - | 1,000.00 | 0.00% |
| BUILDING EXPENSE | 101-1910-419-60-10 | 119,000.00 | 38,082.20 | 80,917.80 | 32.00% |
| GENERAL SUPPLIES | 101-1910-419-61-07 | 3,500.00 | 842.40 | 2,657.60 | 24.07% |
| | | <u>319,447.00</u> | <u>167,424.15</u> | <u>152,022.85</u> | <u>52.41%</u> |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 BUDGET | 58.3% 1/31/2025 ACTUAL | VARIANCE | %-AGE OF BUDGET |
|------------------------------------|--------------------|---------------------|------------------------------|--------------|--------------------|
| NON-DEPARTMENTAL | | | | | |
| PERSONNEL SUPPLEMENT | 101-1990-419-11-50 | 8,000.00 | 5,955.38 | 2,044.62 | 74.44% |
| UTILITIES | 101-1990-419-40-01 | 15,000.00 | 12,791.53 | 2,208.47 | 85.28% |
| EMPLOYEE INSURANCE | 101-1990-419-44-01 | 50,000.00 | 19,942.07 | 30,057.93 | 39.88% |
| SOCIAL SECURITY | 101-1990-419-44-02 | 3,000.00 | - | 3,000.00 | 0.00% |
| RETIREMENT | 101-1990-419-44-04 | 3,500.00 | 323.95 | 3,176.05 | 9.26% |
| WORKERS COMPENSATION | 101-1990-419-44-06 | 50,000.00 | 33,617.05 | 16,382.95 | 67.23% |
| UNEMPLOYMENT | 101-1990-419-44-07 | 20,000.00 | - | 20,000.00 | 0.00% |
| ACCRUALS | 101-1990-419-44-08 | 35,000.00 | - | 35,000.00 | 0.00% |
| PARKING LOTS | 101-1990-419-46-02 | 1,500.00 | 1,500.00 | - | 100.00% |
| RENTAL FEES | 101-1990-419-46-04 | 7,200.00 | 3,600.00 | 3,600.00 | 50.00% |
| MAINTENANCE CONTRACTS | 101-1990-419-47-01 | 60,000.00 | 4,319.73 | 55,680.27 | 7.20% |
| PROFESSIONAL SERVICES | 101-1990-419-47-02 | 60,000.00 | 2,660.11 | 57,339.89 | 4.43% |
| COMPUTER SVCS & SUPPLIES (QS-1) | 101-1990-419-47-04 | - | - | - | #DIV/0! |
| GIS/CAS ZUERCHER (20%) | 101-1990-419-47-07 | - | - | - | #DIV/0! |
| AUDIT COUNTY BOOKS | 101-1990-419-47-06 | 70,000.00 | - | 70,000.00 | 0.00% |
| OPEB | 101-1990-419-47-10 | 12,000.00 | 10,500.00 | 1,500.00 | 87.50% |
| GENERAL INSURANCE | 101-1990-419-52-01 | 550,000.00 | 491,607.10 | 58,392.90 | 89.38% |
| COMMUNICATIONS | 101-1990-419-53-01 | 50,000.00 | 7,010.04 | 42,989.96 | 14.02% |
| ADVERTISING | 101-1990-419-54-01 | 20,000.00 | 402.64 | 19,597.36 | 2.01% |
| HOSPITAL INDIGENT CARE | 101-1990-419-54-35 | 28,441.00 | 21,330.75 | 7,110.25 | 75.00% |
| PRINTING & OFFICE SUPPLIES | 101-1990-419-61-01 | - | (332.50) | 332.50 | #DIV/0! |
| POSTAGE METER RENT & POSTAGE | 101-1990-419-61-06 | 31,500.00 | 6,988.02 | 24,511.98 | 22.18% |
| FUEL COSTS | 101-1990-419-65-11 | 375,000.00 | 158,202.37 | 216,797.63 | 42.19% |
| CAPITAL EXPENDITURES | 101-1990-419-66-01 | 1,451,587.00 | 680,701.37 | 770,885.63 | 46.89% |
| LEASES & COPIES | 101-1990-419-66-03 | 15,000.00 | 306.16 | 14,693.84 | 2.04% |
| CONTINGENCY FUND | 101-1990-419-75-01 | 63,274.00 | 734.98 | 62,539.02 | 1.16% |
| OPERATIONAL CONTINGENCY | 101-1990-419-75-02 | 100,000.00 | 30,930.84 | 69,069.16 | 30.93% |
| ED CONTINGENCY/GRANTS ADM | 101-1990-419-75-03 | 50,000.00 | 28,394.11 | 21,605.89 | 56.79% |
| PAYMENT-AUCTION PROCEEDS | 101-1990-419-75-16 | - | 1,207.10 | (1,207.10) | #DIV/0! |
| INSURED REPAIRS | 101-1990-419-75-17 | - | 21,119.04 | (21,119.04) | #DIV/0! |
| AUCTION FEES | 101-1990-419-75-23 | 1,000.00 | - | 1,000.00 | 0.00% |
| LANDFILL CONTRIBUTION-CKFD | 101-1990-419-75-29 | 25,000.00 | 12,500.00 | 12,500.00 | 50.00% |
| OFFICAL ALLOWANCE | 101-1990-419-75-31 | 9,600.00 | 4,800.00 | 4,800.00 | 50.00% |
| ANNUAL INCENTIVE AWARD | 101-1990-419-75-32 | 22,000.00 | 21,484.54 | 515.46 | 97.66% |
| CATAWBA REGIONAL COG | 101-1990-419-80-02 | 39,083.00 | 9,770.75 | 29,312.25 | 25.00% |
| CLEMSON EXT | 101-1990-419-80-03 | 9,000.00 | 14,310.06 | (5,310.06) | 159.00% |
| CLEMSON EXT - 4H AGENT | 101-1990-419-80-04 | 12,000.00 | 9,000.00 | 3,000.00 | 75.00% |
| SC ASSOC OF COUNTIES | 101-1990-419-80-07 | 9,000.00 | - | 9,000.00 | 0.00% |
| SOIL & WATER CONSERVATION | 101-1990-419-80-11 | 3,500.00 | 2,625.00 | 875.00 | 75.00% |
| FIRE & RESCUE | 101-1990-419-80-12 | 40,000.00 | 30,000.00 | 10,000.00 | 75.00% |
| UNION CTY MUSEUM/CROSS KEYS HOUSE | 101-1990-419-80-18 | 10,000.00 | 7,500.00 | 2,500.00 | 75.00% |
| UNION CTY CHAMBER OF COMMERCE | 101-1990-419-80-20 | 25,000.00 | 6,250.00 | 18,750.00 | 25.00% |
| POST-CLOSURE LANDFILL COSTS | 101-1990-419-80-21 | 40,000.00 | 18,334.00 | 21,666.00 | 45.84% |
| SATELLITE LIBRARY CENTERS (CENSUS) | 101-1990-419-80-23 | - | - | - | #DIV/0! |
| TUITION ASSISTANCE | 101-1990-419-80-24 | 75,000.00 | 26,876.00 | 48,124.00 | 35.83% |
| C-4 | 101-1990-419-80-26 | 25,000.00 | 5,157.19 | 19,842.81 | 20.63% |
| COUNCIL ON AGING | 101-1990-419-80-28 | 35,000.00 | 35,000.00 | - | 100.00% |
| NAACP | 101-1990-419-80-28 | 2,000.00 | - | 2,000.00 | 0.00% |
| CAPITAL CONSULTING | 101-1990-419-80-29 | 36,000.00 | 21,000.00 | 15,000.00 | 58.33% |
| UC FAIR BOARD | 101-1990-419-80-30 | - | - | - | #DIV/0! |
| SISTAS ON THE MOVE | 101-1990-419-80-32 | 1,000.00 | 1,000.00 | - | 100.00% |
| | | 3,549,185.00 | 1,769,419.38 | 1,779,765.62 | 49.85% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | |
|-----------------------------------|--------------------|---------------------|---------------------|---------------------|----------|
| | | BUDGET | 1/31/2025 | VARIANCE | %-AGE OF |
| | | | ACTUAL | | BUDGET |
| SHERIFF'S OFFICE | | | | | |
| SALARIES | 101-2101-421-11-50 | 2,038,788.00 | 1,194,543.16 | 844,244.84 | 58.59% |
| SCHOOL RESOURCE OFFICER | 101-2101-421-11-52 | 320,493.00 | 151,062.74 | 169,430.26 | 47.13% |
| RESERVE DEPUTY PROGRAM | 101-2101-421-11-53 | 30,940.00 | - | | |
| INSURANCE | 101-2101-421-44-01 | 388,441.00 | 200,057.93 | 188,383.07 | 51.50% |
| SOCIAL SECURITY | 101-2101-421-44-02 | 182,652.00 | 100,746.38 | 82,105.62 | 55.10% |
| RETIREMENT | 101-2101-421-44-04 | 504,582.00 | 287,115.63 | 217,466.37 | 56.90% |
| WORKERS COMPENSATION | 101-2101-421-44-06 | 79,057.00 | 41,778.70 | 37,278.30 | 52.85% |
| UTILITIES | 101-2101-421-40-01 | 20,000.00 | 9,866.75 | 10,133.25 | 49.33% |
| MAINTENANCE CONTRACTS | 101-2101-421-47-01 | 27,300.00 | 24,117.93 | 3,182.07 | 88.34% |
| CLOTHING & UNIFORMS | 101-2101-421-50-01 | 21,000.00 | 5,472.11 | 15,527.89 | 26.06% |
| DUES SCLEOA & SHERIFFS' ASSOC | 101-2101-421-50-03 | 4,500.00 | 2,750.00 | 1,750.00 | 61.11% |
| COMMUNICATIONS | 101-2101-421-53-01 | 37,200.00 | 26,690.68 | 10,509.32 | 71.75% |
| ADVERTISING | 101-2101-421-54-01 | 5,000.00 | 1,965.58 | 3,034.42 | 39.31% |
| TRAINING | 101-2101-421-58-05 | 15,000.00 | 7,678.98 | 7,321.02 | 51.19% |
| PRINTING & OFFICE SUPPLIES | 101-2101-421-61-01 | 15,400.00 | 5,147.48 | 10,252.52 | 33.43% |
| INVESTIGATIVE SUPPLIES | 101-2101-421-61-03 | 8,100.00 | 1,301.67 | 6,798.33 | 16.07% |
| K9 TRAINING/SUPPLIES | 101-2101-421-61-05 | 15,625.00 | 3,980.00 | 11,645.00 | 25.47% |
| WEAPONS/AMMO | 101-2101-421-61-11 | 20,000.00 | 15,179.09 | 4,820.91 | 75.90% |
| EVIDENCE CUSTODIAN SUPPLIES | 101-2101-421-61-12 | 4,000.00 | 1,538.15 | 2,461.85 | 38.45% |
| NARCOTICS SUPPLIES | 101-2101-421-61-13 | 15,000.00 | 10,177.99 | 4,822.01 | 67.85% |
| SRT EQUIPMENT/TRAINING | 101-2101-421-61-14 | 12,470.00 | 3,126.01 | 9,343.99 | 25.07% |
| INFORMANT MONEY | 101-2101-421-62-01 | 15,000.00 | 2,400.00 | 12,600.00 | 16.00% |
| LEASE & COPIES | 101-2101-421-66-03 | 7,525.00 | 2,192.02 | 5,332.98 | 29.13% |
| STATE 800 RADIO SERVICES | 101-2101-421-66-11 | 34,920.00 | 20,376.28 | 14,543.72 | 58.35% |
| MOBILE ROUTER RENEWAL FEES | 101-2101-421-66-51 | 5,500.00 | 4,113.78 | 1,386.22 | 74.80% |
| CRIMESTOPPERS PROGRAM | 101-2101-421-80-25 | 2,500.00 | 2,500.00 | - | 100.00% |
| | | <u>3,831,193.00</u> | <u>2,125,879.04</u> | <u>1,705,313.96</u> | #DIV/0! |
| CODE ENFORCEMENT | | | | | |
| SALARIES | 101-2105-421-11-50 | 139,127.00 | 69,711.04 | 69,415.96 | 50.11% |
| INSURANCE | 101-2105-421-44-01 | 25,574.00 | 10,007.68 | 15,566.32 | 39.13% |
| SOCIAL SECURITY | 101-2105-421-44-02 | 10,644.00 | 5,132.93 | 5,511.07 | 48.22% |
| RETIREMENT | 101-2105-421-44-04 | 27,524.00 | 13,979.63 | 13,544.37 | 50.79% |
| WORKERS COMPENSATION | 101-2105-421-44-06 | 4,814.00 | 2,242.01 | 2,571.99 | 46.57% |
| MAINTENANCE CONTRACTS | 101-2105-421-47-01 | 5,000.00 | 5,000.00 | - | 100.00% |
| CLOTHING & UNIFORMS | 101-2105-421-50-01 | 1,500.00 | 854.36 | 645.64 | 56.96% |
| COMMUNICATIONS | 101-2105-421-53-01 | 7,000.00 | 2,146.44 | 4,853.56 | 30.66% |
| DEMOLITION - CONDEMNATIONS | 101-2105-421-54-60 | 5,500.00 | 5,310.00 | 190.00 | 96.55% |
| PROPERTY IMPROVEMENTS | 101-2105-421-54-70 | 1,000.00 | 166.28 | 833.72 | 16.63% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-2105-421-61-02 | 6,700.00 | 576.95 | 6,123.05 | 8.61% |
| POSTAGE METER RENT & POSTAGE | 101-2105-421-61-06 | 7,500.00 | - | 7,500.00 | 0.00% |
| LEASE & COPIES | 101-2105-421-66-03 | 2,400.00 | 667.59 | 1,732.41 | 27.82% |
| | | <u>244,283.00</u> | <u>115,794.91</u> | <u>128,488.09</u> | 47.40% |
| ANIMAL CONTROL | | | | | |
| SALARIES | 101-2110-421-11-50 | 74,307.00 | 71,864.27 | 2,442.73 | 96.71% |
| INSURANCE | 101-2110-421-44-01 | 14,040.00 | 98.88 | 13,941.12 | 0.70% |
| SOCIAL SECURITY | 101-2110-421-44-02 | 5,685.00 | 5,480.58 | 204.42 | 96.40% |
| RETIREMENT | 101-2110-421-44-04 | 13,792.00 | 13,338.00 | 454.00 | 96.71% |
| WORKERS COMPENSATION | 101-2110-421-44-06 | 1,784.00 | 1,431.25 | 352.75 | 80.23% |
| UTILITIES | 101-2110-421-40-01 | 12,400.00 | 6,046.80 | 6,353.20 | 48.76% |
| PROFESSIONAL SERVICES | 101-2110-421-47-02 | 42,959.00 | 33,468.00 | 9,491.00 | 77.91% |
| CLOTHING & UNIFORMS | 101-2110-421-50-01 | 800.00 | 544.52 | 255.48 | 68.07% |
| COMMUNICATIONS | 101-2110-421-53-01 | 1,500.00 | 489.40 | 1,010.60 | 32.63% |
| TRAINING | 101-2110-421-58-05 | 300.00 | - | 300.00 | 0.00% |
| CHEMICALS | 101-2110-421-61-10 | 2,000.00 | 1,409.51 | 590.49 | 70.48% |
| FOOD ALLOWANCE FOR ANIMALS | 101-2110-421-63-03 | 13,500.00 | 11,037.76 | 2,462.24 | 81.76% |
| LEASE & COPIES | 101-2110-421-66-03 | 2,800.00 | 1,296.43 | 1,503.57 | 46.30% |
| TRAPS & CAPTURING EQUIP | 101-2110-421-66-12 | 2,312.00 | 2,116.79 | 195.21 | 91.56% |
| CAT LIVING PENS | 101-2110-421-66-13 | 3,780.00 | 3,338.40 | 441.60 | 88.32% |
| COMMUNITY AIDE | 101-2110-421-66-14 | 396.00 | 395.67 | 0.33 | 99.92% |
| | | <u>192,355.00</u> | <u>152,356.26</u> | <u>39,998.74</u> | 79.21% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|-----------------------------------|--------------------|--------------|--------------|--------------|----------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| | | | ACTUAL | | |
| CORONER | | | | | |
| SALARIES | 101-2190-421-11-50 | 58,370.00 | 33,992.98 | 24,377.02 | 58.24% |
| INSURANCE | 101-2190-421-44-01 | 14,501.00 | 8,237.72 | 6,263.28 | 56.81% |
| SOCIAL SECURITY | 101-2190-421-44-02 | 4,466.00 | 3,280.01 | 1,185.99 | 73.44% |
| RETIREMENT | 101-2190-421-44-04 | 11,887.00 | 9,288.58 | 2,598.42 | 78.14% |
| WORKERS COMPENSATION | 101-2190-421-44-06 | 2,020.00 | 1,565.46 | 454.54 | 77.50% |
| PROFESSIONAL SERVICES | 101-2190-421-47-02 | 99,000.00 | 27,080.00 | 71,920.00 | 27.35% |
| DUES | 101-2190-421-50-12 | 400.00 | - | 400.00 | 0.00% |
| TRAVEL | 101-2190-421-58-01 | 2,400.00 | 1,800.00 | 600.00 | 75.00% |
| TRAINING | 101-2190-421-58-05 | 3,000.00 | - | 3,000.00 | 0.00% |
| PRINTING & OFFICE SUPPLIES | 101-2190-421-61-01 | 400.00 | - | 400.00 | 0.00% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-2190-421-61-02 | 5,000.00 | 216.62 | 5,783.38 | 3.61% |
| | | 202,444.00 | 85,461.37 | 116,982.63 | 42.21% |
| DETENTION CENTER | | | | | |
| SALARIES | 101-2320-423-11-50 | 1,680,815.00 | 1,048,214.13 | 632,600.87 | 62.36% |
| INSURANCE | 101-2320-423-44-01 | 288,305.00 | 156,721.86 | 131,583.14 | 54.36% |
| SOCIAL SECURITY | 101-2320-423-44-02 | 128,583.00 | 76,955.14 | 51,627.86 | 59.85% |
| RETIREMENT | 101-2320-423-44-04 | 357,006.00 | 222,495.84 | 134,510.16 | 62.32% |
| WORKERS COMPENSATION | 101-2320-423-44-06 | 58,157.00 | 31,947.64 | 26,209.36 | 54.93% |
| UTILITIES | 101-2320-423-40-01 | 140,000.00 | 62,822.37 | 77,177.63 | 44.87% |
| MAINTENANCE CONTRACTS | 101-2320-423-47-01 | 12,998.00 | 4,268.69 | 8,729.31 | 32.84% |
| PROFESSIONAL SERVICES | 101-2320-423-47-02 | 67,555.00 | 32,350.17 | 35,204.83 | 47.89% |
| HEALTH CARE CONTRACT | 101-2320-423-47-10 | 184,378.00 | 121,898.73 | 62,479.27 | 66.11% |
| CLOTHING & UNIFORMS | 101-2320-423-50-01 | 14,000.00 | 8,706.99 | 5,293.01 | 62.19% |
| COMMUNICATIONS | 101-2320-423-53-01 | 17,000.00 | 10,193.13 | 6,806.87 | 59.96% |
| TRAINING | 101-2320-423-58-05 | 9,000.00 | 5,897.00 | 3,103.00 | 65.52% |
| OPERATING EXPENSE | 101-2320-423-60-15 | 21,120.00 | 8,458.96 | 12,661.04 | 40.05% |
| PRINTING & OFFICE SUPPLIES | 101-2320-423-61-01 | 4,500.00 | 3,685.67 | 814.33 | 81.90% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-2320-423-61-02 | 29,798.00 | 9,109.91 | 20,688.09 | 30.57% |
| CHEMICALS | 101-2320-423-61-10 | 10,500.00 | 4,669.09 | 5,830.91 | 44.47% |
| JUVENILE DETENTION | 101-2320-423-62-10 | 25,000.00 | 1,000.00 | 24,000.00 | 4.00% |
| DIETING PRISONERS | 101-2320-423-63-01 | 175,100.00 | 85,456.09 | 89,643.91 | 48.80% |
| PRISONER TRANSPORT, MEALS | 101-2320-423-63-02 | 2,000.00 | 664.76 | 1,335.24 | 33.24% |
| SUBSISTENCE CARE | 101-2320-423-63-03 | 40,120.00 | 20,314.88 | 19,805.12 | 50.64% |
| CAPITAL EXPENDITURES | 101-2320-423-66-01 | - | - | - | #DIV/0! |
| LEASE & COPIES | 101-2320-423-66-03 | 5,500.00 | 3,459.40 | 2,040.60 | 62.90% |
| | | 3,271,435.00 | 1,919,290.45 | 1,352,144.55 | 58.67% |
| E-911 & COMMUNICATIONS | | | | | |
| SALARIES | 101-2901-429-11-50 | 630,207.00 | 352,251.11 | 277,955.89 | 55.89% |
| SUBSCRIBER BILLING SALARIES | 101-2901-429-11-55 | 81,272.00 | 57,869.77 | 23,402.23 | 71.21% |
| SALARIES-P/T DISPATCHERS | 101-2901-429-11-63 | 35,999.00 | 11,842.94 | 24,156.06 | 32.90% |
| INSURANCE | 101-2901-429-44-01 | 100,963.00 | 49,116.33 | 51,846.67 | 48.65% |
| SOCIAL SECURITY | 101-2901-429-44-02 | 57,225.00 | 31,343.77 | 25,881.23 | 54.77% |
| RETIREMENT | 101-2901-429-44-04 | 140,164.00 | 78,777.10 | 61,386.90 | 56.20% |
| WORKERS COMPENSATION | 101-2901-429-44-06 | 4,363.00 | 1,561.30 | 2,801.70 | 35.79% |
| UTILITIES | 101-2901-429-40-01 | 23,000.00 | 15,317.18 | 7,682.82 | 66.60% |
| MAINTENANCE CONTRACTS | 101-2901-429-47-01 | 228,208.00 | 165,673.39 | 62,534.61 | 72.60% |
| PROFESSIONAL SERVICES | 101-2901-429-47-02 | 6,400.00 | 6,391.15 | 8.85 | 99.86% |
| RADIO MAINTENANCE | 101-2901-429-47-03 | 7,000.00 | - | 7,000.00 | 0.00% |
| UNIFORMS | 101-2901-429-50-01 | 2,500.00 | 641.09 | 1,858.91 | 25.64% |
| SPECIAL PROJECTS AWARENESS | 101-2901-429-50-20 | 5,000.00 | 3,093.08 | 1,906.92 | 61.86% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-2901-429-50-25 | 1,500.00 | 412.00 | 1,088.00 | 27.47% |
| COMMUNICATIONS | 101-2901-429-53-01 | 33,000.00 | 14,794.84 | 18,205.16 | 44.83% |
| TRAINING | 101-2901-429-58-01 | 9,000.00 | 3,124.94 | 5,875.06 | 34.72% |
| COMMUNICATIONS CENTER OPERATIONS | 101-2901-429-60-20 | 8,500.00 | 5,511.69 | 2,988.31 | 64.84% |
| PRINTING & OFFICE SUPPLIES | 101-2901-429-61-01 | 2,100.00 | 878.54 | 1,221.46 | 41.84% |
| SPECIALIZED DEPT ACTIVITIES | 101-2901-429-61-02 | - | (5.00) | 5.00 | #DIV/0! |
| JANITORIAL SUPPLIES | 101-2901-429-61-15 | 2,200.00 | 1,438.40 | 761.60 | 65.38% |
| LEASE & COPIES | 101-2901-429-66-03 | 3,175.00 | 1,317.44 | 1,857.56 | 41.49% |
| | | 1,381,776.00 | 801,351.06 | 580,424.94 | 57.99% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 BUDGET | 58.3% 1/31/2025 ACTUAL | VARIANCE | %-AGE OF BUDGET |
|--------------------------------------|--------------------|---------------------|------------------------------|-------------------|--------------------|
| EMERGENCY SERVICES | | | | | |
| SALARIES | 101-2902-429-11-50 | 88,086.00 | 59,395.98 | 28,690.02 | 67.43% |
| INSURANCE | 101-2902-429-44-01 | 25,327.00 | 14,736.33 | 10,590.67 | 58.18% |
| SOCIAL SECURITY | 101-2902-429-44-02 | 6,739.00 | 4,186.41 | 2,552.59 | 62.12% |
| RETIREMENT | 101-2902-429-44-04 | 16,349.00 | 11,023.92 | 5,325.08 | 67.43% |
| WORKERS COMPENSATION | 101-2902-429-44-06 | 2,793.00 | 1,871.82 | 921.18 | 67.02% |
| UNIFORMS | 101-2902-429-50-01 | 1,000.00 | 343.98 | 656.02 | 34.40% |
| DUES | 101-2902-429-50-02 | 540.00 | 150.00 | 390.00 | 27.78% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-2902-429-50-25 | 350.00 | - | 350.00 | 0.00% |
| COMMUNICATIONS | 101-2902-429-53-01 | 20,360.00 | 13,222.16 | 7,137.84 | 64.94% |
| TRAINING | 101-2902-429-58-05 | 2,000.00 | 473.71 | 1,526.29 | 23.69% |
| PRINTING & OFFICE SUPPLIES | 101-2902-429-61-01 | 1,400.00 | 240.47 | 1,159.53 | 17.18% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-2902-429-61-02 | 3,000.00 | 265.34 | 2,734.66 | 8.84% |
| LEASE & COPIES | 101-2902-429-66-03 | 100.00 | - | 100.00 | 0.00% |
| | | <u>168,044.00</u> | <u>105,910.12</u> | <u>62,133.88</u> | <u>63.03%</u> |
| COUNTY MAINTENANCE | | | | | |
| SALARIES | 101-3101-431-11-50 | 307,601.00 | 229,814.04 | 77,786.96 | 74.71% |
| INSURANCE | 101-3101-431-44-01 | 56,621.00 | 38,154.15 | 18,466.85 | 67.39% |
| SOCIAL SECURITY | 101-3101-431-44-02 | 23,532.00 | 16,931.23 | 6,600.77 | 71.95% |
| RETIREMENT | 101-3101-431-44-04 | 57,091.00 | 40,549.77 | 16,541.23 | 71.03% |
| WORKERS COMPENSATION | 101-3101-431-44-06 | 24,115.00 | 15,006.48 | 9,108.52 | 62.23% |
| PROFESSIONAL SERVICES | 101-3101-431-47-02 | 196,342.00 | 70,659.02 | 125,682.98 | 35.99% |
| UNIFORMS & CLOTHING | 101-3101-431-50-01 | 4,500.00 | 2,846.80 | 1,653.20 | 63.26% |
| COMMUNICATIONS | 101-3101-431-53-01 | 6,500.00 | 3,786.64 | 2,713.36 | 58.26% |
| TRAINING | 101-3101-431-58-01 | 3,500.00 | 440.00 | 3,060.00 | 12.57% |
| ROAD & BRIDGE | 101-3101-431-59-01 | 105,000.00 | 29,665.77 | 75,334.23 | 28.25% |
| ROAD SIGNS | 101-3101-429-59-02 | 14,500.00 | 4,855.05 | 9,644.95 | 33.48% |
| ASPHALT | 101-3101-431-59-05 | 24,000.00 | 3,117.00 | 20,883.00 | 12.99% |
| CRUSHER RUN & GRAVEL | 101-3101-431-59-10 | 25,000.00 | 9,544.94 | 15,455.06 | 38.18% |
| GENERAL SUPPLIES | 101-3101-431-61-07 | 12,000.00 | 6,611.94 | 5,388.06 | 55.10% |
| LEASE & COPIES | 101-3101-431-61-07 | 895.00 | 517.52 | 377.48 | 57.82% |
| | | <u>861,197.00</u> | <u>472,500.35</u> | <u>388,696.65</u> | <u>54.87%</u> |
| EQUIPMENT SHOP | | | | | |
| SALARIES | 101-3102-431-11-50 | 100,555.00 | 62,876.88 | 37,678.12 | 62.53% |
| INSURANCE | 101-3102-431-44-01 | 26,035.00 | 14,821.12 | 11,213.88 | 56.93% |
| SOCIAL SECURITY | 101-3102-431-44-02 | 7,693.00 | 4,473.93 | 3,219.07 | 58.16% |
| RETIREMENT | 101-3102-431-44-04 | 18,669.00 | 11,669.96 | 6,999.04 | 62.53% |
| WORKERS COMPENSATION | 101-3102-431-44-06 | 4,676.00 | 2,861.26 | 1,814.74 | 61.19% |
| UTILITIES | 101-3102-431-40-01 | 33,000.00 | 10,183.80 | 22,816.20 | 30.86% |
| UNIFORMS & CLOTHING | 101-3102-431-50-01 | 2,500.00 | 1,152.17 | 1,347.83 | 46.09% |
| COMMUNICATIONS | 101-3102-431-53-01 | 3,100.00 | 603.97 | 2,496.03 | 19.48% |
| TRAINING | 101-3102-431-58-05 | 4,000.00 | 2,648.28 | 1,351.72 | 66.21% |
| SUPPLIES | 101-3102-431-61-04 | 6,000.00 | 2,354.02 | 3,645.98 | 39.23% |
| VEHICLE MAINTENANCE & REPAIR | 101-3102-431-65-01 | 188,000.00 | 74,151.65 | 113,848.35 | 39.44% |
| MACHINERY & EQUIPMENT REPAIR | 101-3102-431-65-02 | 56,000.00 | 36,276.13 | 19,723.87 | 64.78% |
| TIRES | 101-3102-431-65-10 | 55,000.00 | 42,767.42 | 12,232.58 | 77.76% |
| LEASE & COPIES | 101-3102-431-66-03 | 1,815.00 | 366.48 | 1,448.52 | 20.19% |
| | | <u>507,037.00</u> | <u>267,207.07</u> | <u>239,829.93</u> | <u>52.70%</u> |
| HEALTH DEPARTMENT | | | | | |
| MAINTENANCE CONTRACTS | 101-4101-441-47-01 | 2,300.00 | | 2,300.00 | 0.00% |
| SPECIAL CONTRACTS | 101-4101-441-47-05 | 1,000.00 | | 1,000.00 | 0.00% |
| COMMUNICATIONS | 101-4101-441-53-01 | 7,700.00 | 4,358.59 | 3,341.41 | 56.61% |
| BUILDING EXPENSES | 101-4101-441-60-10 | 22,000.00 | 10,428.37 | 11,571.63 | 47.40% |
| CHEMICALS | 101-4101-441-61-10 | 2,300.00 | 1,627.55 | 672.45 | 70.76% |
| MACHINERY & EQUIPMENT REPAIR | 101-4101-441-65-02 | 1,000.00 | | 1,000.00 | 0.00% |
| | | <u>36,300.00</u> | <u>16,414.51</u> | <u>19,885.49</u> | <u>45.22%</u> |
| DEPARTMENT OF SOCIAL SERVICES | | | | | |
| UTILITIES | 101-4110-441-40-01 | 40,000.00 | 20,638.40 | 19,361.60 | 51.60% |
| COMMUNICATIONS | 101-4110-441-53-01 | 6,100.00 | 3,709.28 | 2,390.72 | 60.81% |
| EMERGENCY RELIEF | 101-4110-441-54-05 | 1,000.00 | - | 1,000.00 | 0.00% |
| PRINTING & OFFICE SUPPLIES | 101-4110-441-61-01 | 1,000.00 | - | 1,000.00 | 0.00% |
| | | <u>48,100.00</u> | <u>24,347.68</u> | <u>23,752.32</u> | <u>50.62%</u> |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 BUDGET | 58.3% 1/31/2025 ACTUAL | VARIANCE | %-AGE OF BUDGET |
|-----------------------------------|--------------------|---------------------|------------------------------|-------------------|--------------------|
| VETERAN'S AFFAIRS | | | | | |
| SALARIES | 101-4120-441-11-50 | 60,781.00 | 44,471.53 | 16,309.47 | 73.17% |
| INSURANCE | 101-4120-441-44-01 | 14,501.00 | 8,237.72 | 6,263.28 | 56.81% |
| SOCIAL SECURITY | 101-4120-441-44-02 | 4,650.00 | 3,204.87 | 1,445.13 | 68.92% |
| RETIREMENT | 101-4120-441-44-04 | 11,281.00 | 8,253.86 | 3,027.14 | 73.17% |
| WORKERS COMPENSATION | 101-4120-441-44-06 | 189.00 | 137.80 | 51.20 | 72.91% |
| COMMUNICATIONS | 101-4120-441-53-01 | 989.00 | 456.12 | 532.88 | 46.12% |
| TRAINING | 101-4120-441-58-05 | 8,000.00 | 3,972.30 | 4,027.70 | 49.65% |
| PRINTING & OFFICE SUPPLIES | 101-4120-441-61-01 | 4,435.00 | 2,617.09 | 1,817.91 | 59.01% |
| LEASE & COPIES | 101-4120-441-66-03 | 3,455.00 | 2,287.41 | 1,167.59 | 66.21% |
| | | <u>108,281.00</u> | <u>73,638.70</u> | <u>34,642.30</u> | <u>68.01%</u> |
| ALCOHOL & DRUG ABUSE | | | | | |
| SALARIES | 101-4150-441-11-50 | 423,399.00 | 221,564.75 | 201,834.25 | 52.33% |
| INSURANCE | 101-4150-441-44-01 | 71,714.00 | 35,498.23 | 36,215.77 | 49.50% |
| SOCIAL SECURITY | 101-4150-441-44-02 | 32,391.00 | 16,204.53 | 16,186.47 | 50.03% |
| RETIREMENT | 101-4150-441-44-04 | 78,583.00 | 41,122.33 | 37,460.67 | 52.33% |
| WORKERS COMPENSATION | 101-4150-441-44-06 | 4,316.00 | 2,081.14 | 2,234.86 | 48.22% |
| UTILITIES | 101-4150-441-40-01 | 16,300.00 | 9,683.60 | 6,616.40 | 59.41% |
| PROFESSIONAL SERVICES | 101-4150-441-47-02 | 62,000.00 | 22,015.15 | 39,984.85 | 35.51% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-4150-441-50-25 | 20,000.00 | 9,387.70 | 10,612.30 | 46.94% |
| GENERAL INSURANCE | 101-4150-441-52-01 | 10,000.00 | 9,282.56 | 717.44 | 92.83% |
| TRAINING | 101-4150-441-58-05 | 15,000.00 | 359.92 | 14,640.08 | 2.40% |
| MAINTENANCE & UPKEEP | 101-4150-441-60-30 | 3,000.00 | 975.00 | 2,025.00 | 32.50% |
| PRINTING & OFFICE SUPPLIES | 101-4150-441-61-01 | 12,360.00 | 4,781.25 | 7,578.75 | 38.68% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-4150-441-61-02 | 10,000.00 | 336.95 | 9,663.05 | 3.37% |
| RENT ON POSTAGE METER & POSTAGE | 101-4150-441-61-06 | 500.00 | - | 500.00 | 0.00% |
| OTHER MISCELLANEOUS | 101-4150-441-75-02 | 10,000.00 | 1,520.34 | 8,479.66 | 15.20% |
| | | <u>769,563.00</u> | <u>374,813.45</u> | <u>394,749.55</u> | <u>48.70%</u> |
| VICTIM ADVOCATE | | | | | |
| SALARIES | 101-4190-441-11-50 | 61,155.00 | 37,439.39 | 23,715.61 | 61.22% |
| INSURANCE | 101-4190-441-44-01 | 7,020.00 | 3,989.58 | 3,030.42 | 56.83% |
| SOCIAL SECURITY | 101-4190-441-44-02 | 4,679.00 | 2,746.50 | 1,932.50 | 58.70% |
| RETIREMENT | 101-4190-441-44-04 | 11,351.00 | 6,948.75 | 4,402.25 | 61.22% |
| WORKERS COMPENSATION | 101-4190-441-44-06 | 2,116.00 | 1,295.36 | 820.64 | 61.22% |
| MAINTENANCE CONTRACT-ZUERCHER | 101-4190-441-47-01 | 1,100.00 | 1,083.40 | 16.60 | 98.49% |
| DUES | 101-4190-441-50-02 | 30.00 | 30.00 | - | 100.00% |
| SPECIAL PROJECTS AWARENESS | 101-4190-441-50-20 | 2,000.00 | - | 2,000.00 | 0.00% |
| COMMUNICATIONS | 101-4190-441-53-01 | 2,500.00 | 465.78 | 2,034.22 | 18.63% |
| TRAINING | 101-4190-441-58-05 | 2,800.00 | 1,838.96 | 961.04 | 65.68% |
| PRINTING & OFFICE SUPPLIES | 101-4190-441-61-01 | 2,500.00 | 787.14 | 1,712.86 | 31.49% |
| VICTIM NOTIFICATION | 101-4190-441-61-25 | 2,000.00 | - | 2,000.00 | 0.00% |
| VICTIM SERVICES | 101-4190-441-61-26 | 2,500.00 | - | 2,500.00 | 0.00% |
| VEHICLE OPERATION & MAINTENANCE | 101-4190-441-65-01 | 200.00 | - | 200.00 | 0.00% |
| | | <u>101,951.00</u> | <u>56,624.86</u> | <u>45,326.14</u> | <u>55.54%</u> |
| STADIUM | | | | | |
| SALARIES | 101-5110-451-11-50 | 17,768.00 | 10,878.28 | 6,889.72 | 61.22% |
| INSURANCE | 101-5110-451-44-01 | 4,351.00 | 2,471.32 | 1,879.68 | 56.80% |
| SOCIAL SECURITY | 101-5110-451-44-02 | 1,360.00 | 760.63 | 599.37 | 55.93% |
| RETIREMENT | 101-5110-451-44-04 | 3,298.00 | 2,018.95 | 1,279.05 | 61.22% |
| WORKERS COMPENSATION | 101-5110-451-44-06 | 601.00 | 367.69 | 233.31 | 61.18% |
| UTILITIES | 101-5110-451-40-01 | 39,000.00 | 24,261.40 | 14,738.60 | 62.21% |
| CLOTHING & UNIFORMS | 101-5110-451-50-01 | 400.00 | - | 400.00 | 0.00% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-5110-451-50-25 | 325.00 | 420.35 | [95.35] | 129.34% |
| COMMUNICATIONS | 101-5110-451-53-01 | 3,200.00 | 825.22 | 2,374.78 | 25.79% |
| TRAINING | 101-5110-451-58-05 | 1,000.00 | 595.02 | 404.98 | 59.50% |
| BUILDING & EQUIPMENT EXPENSE | 101-5110-451-60-10 | 25,000.00 | 13,598.76 | 11,401.24 | 54.40% |
| | | <u>96,303.00</u> | <u>56,197.62</u> | <u>40,105.38</u> | <u>58.36%</u> |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|---------------------------------------|--------------------|------------|------------|------------|----------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| | | | ACTUAL | | |
| RECYCLING | | | | | |
| SALARIES | 101-6101-461-11-50 | 276,008.00 | 147,399.66 | 128,608.34 | 53.40% |
| INSURANCE | 101-6101-461-44-01 | 14,040.00 | 3,989.58 | 10,050.42 | 28.42% |
| SOCIAL SECURITY | 101-6101-461-44-02 | 21,115.00 | 11,270.49 | 9,844.51 | 53.38% |
| RETIREMENT | 101-6101-461-44-04 | 51,227.00 | 27,381.52 | 23,845.48 | 53.45% |
| WORKERS COMPENSATION | 101-6101-461-44-06 | 17,515.00 | 6,946.24 | 10,568.76 | 39.66% |
| CONTRACT SERVICES | 101-6101-461-32-10 | 63,000.00 | 18,374.13 | 44,625.87 | 29.17% |
| UTILITIES | 101-6101-461-40-01 | 20,000.00 | 10,780.84 | 9,219.16 | 53.90% |
| WASTE TIRE DISPOSAL | 101-6101-461-47-10 | 28,000.00 | 8,819.94 | 19,180.06 | 31.50% |
| CLOTHING & UNIFORMS | 101-6101-461-50-01 | 3,500.00 | 912.34 | 2,587.66 | 26.07% |
| TRAINING | 101-6101-461-58-05 | 3,500.00 | - | 3,500.00 | 0.00% |
| MAINTENANCE & UPKEEP | 101-6101-461-60-30 | 8,000.00 | 4,645.79 | 3,354.21 | 58.07% |
| E-WASTE DISPOSAL | 101-6101-461-60-45 | - | - | - | #DIV/0! |
| PRINTING & OFFICE SUPPLIES | 101-6101-461-61-01 | 1,500.00 | 1,107.81 | 392.19 | 73.85% |
| SAFETY SUPPLIES | 101-6101-461-61-08 | 2,500.00 | 173.88 | 2,326.12 | 6.96% |
| LEASE & COPIES | 101-6101-461-66-03 | 1,080.00 | 270.83 | 809.17 | 25.08% |
| RECYCLING EQUIPMENT | 101-6101-461-66-15 | 10,000.00 | 8,750.00 | 1,250.00 | 87.50% |
| HWY 18 TEMP FACILITY COSTS | 101-6101-461-66-23 | 5,000.00 | 3,254.96 | 1,745.04 | 65.10% |
| | | 525,985.00 | 254,078.01 | 271,906.99 | 48.31% |
| AIRPORT | | | | | |
| SALARIES | 101-7101-419-11-50 | 74,263.00 | 45,594.00 | 28,669.00 | 61.40% |
| INSURANCE | 101-7101-419-44-01 | 17,171.00 | 9,755.98 | 7,415.02 | 56.82% |
| SOCIAL SECURITY | 101-7101-419-44-02 | 5,682.00 | 3,142.54 | 2,539.46 | 55.31% |
| RETIREMENT | 101-7101-419-44-04 | 13,784.00 | 8,462.32 | 5,321.68 | 61.39% |
| WORKERS COMPENSATION | 101-7101-419-44-06 | 2,511.00 | 1,539.61 | 971.39 | 61.31% |
| UTILITIES | 101-7101-419-40-01 | 11,500.00 | 6,043.64 | 5,456.36 | 52.55% |
| MAINTENANCE CONTRACTS | 101-7101-419-47-01 | 3,800.00 | 1,200.00 | 2,600.00 | 31.58% |
| PROFESSIONAL SERVICES | 101-7101-419-47-02 | 7,000.00 | 285.00 | 6,715.00 | 4.07% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-7101-419-50-25 | 600.00 | - | 600.00 | 0.00% |
| COMMUNICATIONS | 101-7101-419-53-01 | 4,500.00 | 1,631.28 | 2,868.72 | 36.25% |
| TRAINING | 101-7101-419-58-05 | 4,200.00 | 109.64 | 4,090.36 | 2.61% |
| BUILDING & EQUIPMENT EXPENSE | 101-7101-419-60-10 | 7,500.00 | 7,160.01 | 339.99 | 95.47% |
| CAPITAL IMP & MATCHING FUNDS | 101-7101-419-66-02 | 60,000.00 | - | 60,000.00 | 0.00% |
| LEASE & COPIES | 101-7101-419-66-03 | 250.00 | 95.19 | 154.81 | 38.08% |
| | | 212,761.00 | 85,019.21 | 127,741.79 | 39.96% |
| TIMKEN SPORTS COMPLEX/REC DEPT | | | | | |
| SALARIES | 101-8101-451-11-50 | 173,473.00 | 109,242.70 | 64,230.30 | 62.97% |
| SALARIES - SUMMER MAINTENANCE WKR | 101-8101-451-11-53 | 25,750.00 | - | 25,750.00 | 0.00% |
| SALARIES - CONCESSIONS, GATE, TICKETS | 101-8101-451-11-54 | 29,547.00 | 8,656.31 | 20,890.69 | 29.30% |
| INSURANCE | 101-8101-451-44-01 | 32,347.00 | 18,427.02 | 13,919.98 | 56.97% |
| SOCIAL SECURITY | 101-8101-451-44-02 | 17,501.00 | 8,589.08 | 8,911.92 | 49.08% |
| RETIREMENT | 101-8101-451-44-04 | 32,197.00 | 20,479.17 | 11,717.83 | 63.61% |
| WORKERS COMPENSATION | 101-8101-451-44-06 | 9,357.00 | 4,753.72 | 4,603.28 | 50.80% |
| UTILITIES | 101-8101-451-40-01 | 148,900.00 | 67,052.76 | 81,847.24 | 45.03% |
| PROFESSIONAL SERVICES | 101-8101-451-47-02 | 37,333.00 | 11,720.00 | 25,613.00 | 31.39% |
| CLOTHING & UNIFORMS | 101-8101-451-50-10 | 2,850.00 | 1,344.87 | 1,505.13 | 47.19% |
| COMMUNICATIONS | 101-8101-451-53-01 | 15,500.00 | 11,078.21 | 4,421.79 | 71.47% |
| ADVERTISING | 101-8101-451-54-01 | 21,000.00 | 3,242.64 | 17,757.36 | 15.44% |
| FIELD MAINTENANCE | 101-8101-451-54-55 | 50,000.00 | 6,538.29 | 43,461.71 | 13.08% |
| TRAINING | 101-8101-451-58-05 | 4,000.00 | 743.10 | 3,256.90 | 18.58% |
| BUILDING EXPENSE | 101-8101-451-60-01 | 11,000.00 | 3,697.38 | 7,302.62 | 33.61% |
| OPERATING EXPENSE | 101-8101-451-60-15 | 85,000.00 | 21,784.53 | 63,215.47 | 25.63% |
| PRINTING & OFFICE SUPPLIES | 101-8101-451-61-01 | 1,200.00 | 665.12 | 534.88 | 55.43% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-8101-451-61-02 | 50,000.00 | 20,628.68 | 29,371.32 | 41.26% |
| CHEMICALS & FERTILIZERS | 101-8101-451-61-10 | 25,000.00 | 8,419.56 | 16,580.44 | 33.68% |
| MACHINERY & EQUIPMENT REPAIR | 101-8101-451-65-02 | 3,500.00 | 1,265.50 | 2,234.50 | 36.16% |
| CAPITAL IMPROVEMENTS | 101-8101-451-66-02 | 15,000.00 | - | 15,000.00 | 0.00% |
| LEASE & COPIES | 101-8101-451-66-03 | 2,130.00 | 679.63 | 1,450.37 | 31.91% |
| PARD MATCHING FUNDS | 101-8101-451-66-22 | 6,000.00 | - | 6,000.00 | 0.00% |
| | | 798,585.00 | 329,008.27 | 469,576.73 | 41.20% |

UNION COUNTY SC
BUDGET TO ACTUAL VARIANCE

| | | 2024-2025 | 58.3% | | %-AGE OF |
|-----------------------------------|--------------------|----------------------|----------------------|----------------------|---------------|
| | | BUDGET | 1/31/2025 | VARIANCE | BUDGET |
| | | | ACTUAL | | |
| EMERGENCY MEDICAL SERVICES | | | | | |
| SALARIES | 101-9101-441-11-50 | 1,438,122.00 | 860,186.44 | 577,935.56 | 59.81% |
| SALARIES - PRN | 101-9101-441-11-65 | 65,000.00 | 141,743.75 | (76,743.75) | 218.07% |
| INSURANCE | 101-9101-441-44-01 | 237,734.00 | 122,267.52 | 115,466.48 | 51.43% |
| SOCIAL SECURITY | 101-9101-441-44-02 | 114,990.00 | 74,184.14 | 40,805.86 | 64.51% |
| RETIREMENT | 101-9101-441-44-04 | 278,980.00 | 184,696.82 | 94,283.18 | 66.20% |
| WORKERS COMPENSATION | 101-9101-441-44-06 | 140,279.00 | 77,075.27 | 63,203.73 | 54.94% |
| UTILITIES | 101-9101-441-40-01 | 26,894.00 | 18,871.33 | 8,022.67 | 70.17% |
| MAINTENANCE CONTRACTS | 101-9101-441-47-01 | 25,000.00 | 24,865.20 | 134.80 | 99.46% |
| PROFESSIONAL SERVICES | 101-9101-441-47-02 | 90,000.00 | 41,883.75 | 48,116.25 | 46.54% |
| VACCINES | 101-9101-441-47-15 | 3,000.00 | - | 3,000.00 | 0.00% |
| CLOTHING & UNIFORMS | 101-9101-441-50-01 | 14,177.00 | 4,546.41 | 9,630.59 | 32.07% |
| SPECIAL PROGRAM (EMS WEEK) | 101-9101-441-50-20 | 1,000.00 | - | 1,000.00 | 0.00% |
| MEMBERSHIPS & SUBSCRIPTIONS | 101-9101-441-50-25 | 900.00 | 800.00 | 100.00 | 88.89% |
| COMMUNICATIONS | 101-9101-441-53-01 | 20,568.00 | 10,031.81 | 10,536.19 | 48.77% |
| TRAINING & TRAVEL | 101-9101-441-58-07 | 7,500.00 | 2,271.09 | 5,228.91 | 30.28% |
| DISPOSAL FEES | 101-9101-441-60-50 | 3,648.00 | 1,146.03 | 2,501.97 | 31.42% |
| SPECIALIZED DEPARTMENTAL SUPPLIES | 101-9101-441-61-02 | 1,000.00 | 303.30 | 696.70 | 30.33% |
| GENERAL SUPPLIES | 101-9101-441-61-03 | 65,000.00 | 44,404.33 | 20,595.67 | 68.31% |
| POSTAGE & FREIGHT | 101-9101-441-61-07 | 300.00 | 20.40 | 279.60 | 6.80% |
| MEDICATION | 101-9101-441-61-20 | 32,000.00 | 20,870.09 | 11,129.91 | 65.22% |
| VEHICLE OPERATIONS & MAINTENANCE | 101-9101-441-65-01 | 65,000.00 | 47,675.29 | 17,324.71 | 73.35% |
| RADIO SYSTEM REPAIR | 101-9101-441-65-03 | 700.00 | - | 700.00 | 0.00% |
| LEASE & COPIES | 101-9101-441-66-03 | 3,500.00 | 2,043.14 | 1,456.86 | 58.38% |
| LEASE PAYMENTS | 101-9101-441-66-04 | 27,577.00 | 23,829.29 | 3,747.71 | 86.41% |
| IT SERVICES | 101-9101-441-66-20 | 11,230.00 | 5,535.07 | 5,694.93 | 49.29% |
| LICENSE FEES | 101-9101-441-66-50 | 775.00 | 125.00 | 650.00 | 16.13% |
| | | 2,674,874.00 | 1,709,375.47 | 965,498.53 | 63.90% |
| TOTAL EXPENDITURES | | 26,093,318.00 | 14,509,373.10 | 11,505,344.99 | 55.61% |



SENIOR SERVICES



The Catawba Area Agency on Aging and the Union Library are partnering to provide services in Union County! Adults 60+, adults with a disability, and their caregivers, are eligible for services.

Visit us to learn more and complete the assessment.

Services offered include:

- Home-Delivered Meals
- Home Care
- Caregiver Services
- Information, Assistance, Referrals, and More!



Union County Carnegie Library
300 E. South St. Union, SC 29379



First Wednesday of each month
10AM - 2PM

Contact Us



1-800-662-8330

Catawba Area Agency on Aging



864-427-7140

Union Library