



In accordance with Ordinance # 2021-16, and at the direction of the Chair of Jasper County Council, this **Special Called Meeting and Public Hearing** shall be held electronically pursuant to Section 2-37(f) of the Jasper County Code of Ordinances.

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JASPER COUNTY COUNCIL  
SPECIAL CALLED

# VIRTUAL MEETING And Public Hearing

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936

Thursday, November 18, 2021

AGENDA  
5:00PM

**I. Call to Order by Chairwoman Barbara B. Clark**

***Clerk's Report of Compliance with the Freedom of Information Act.***

*\*\*In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification\*\**

**II. Pledge of Allegiance**

**III. Invocation**

**IV. Approval of Agenda**

**V. Ordinance:**

**A: David Tedder – Public Hearing and 3<sup>rd</sup> reading of Ordinance # [2021-27](#) authorizing the execution and delivery of Fee-In-Lieu of Tax Agreement by and between Jasper County, South Carolina and Builders First Source, Inc. 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. (Formerly known as Project Ocean)**

**VI: New Business:**

**A: Danny Lucas – Presentation of Temporary Airport Terminal Proposals**

**Adjourn**

**\*Council may act on any item appearing on the agenda including items discussed in executive session.**

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

**[Special Accommodations Available Upon Request to Individuals with Disabilities](#)  
**(843) 717-3696****

# AGENDA ITEM:

V-A

Ordinance item A

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF JASPER                    )           **ORDINANCE NO. 2021-27**

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

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on September 20, 2021 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by Builders FirstSource, Inc. and its affiliates (collectively, the “Company”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of lumber products (collectively, the “Project”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$16,021,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County has entered into a qualifying agreement with Hampton County (the “Park Agreement”) for the establishment of a multi-county industrial and business park (the “Park”); and

**WHEREAS**, the Project is wholly located within the boundaries of the Park; and

**WHEREAS**, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

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

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes;
- (e) The Project will be located entirely within the County; and
- (f) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. The recitals above are hereby incorporated into and made part of this ordinance.

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

**ENACTED** in meeting duly assembled this \_\_\_ day of November, 2021.

**JASPER COUNTY, SOUTH  
CAROLINA**

(SEAL)

Signature: \_\_\_\_\_  
Name: Barbara Clark  
Title: Chair of County Council

ATTEST:

Signature: \_\_\_\_\_  
Name: Wanda Simmons  
Title: Clerk to County Council

First Reading: September 20, 2021  
Second Reading: October 4, 2021  
Third Reading: November 18, 2021  
Public Hearing: November 18, 2021

**STATE OF SOUTH CAROLINA**

**COUNTY OF JASPER**

I, the undersigned Clerk to County Council of Jasper 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 September 20, 2021, October 4, 2021, and November 18, 2021, 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.

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Clerk, Jasper County Council

Dated: November \_\_\_\_\_, 2021

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FEE IN LIEU OF TAX AND  
SPECIAL SOURCE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA

and

BUILDERS FIRSTSOURCE, INC.

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Dated as of November \_\_\_\_, 2021



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

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the "*Fee Agreement*") is made and entered into as of November \_\_\_\_, 2021 (the "*Effective Date*") by and between **JASPER 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 Jasper County Council (the "*County Council*") as the governing body of the County, and **BUILDERS FIRSTSOURCE, INC.**, a Delaware corporation (the "*Company*" together with the County, the "*Parties*").

### RECITALS

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

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of retail lumber and other building material 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(I)(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 in a joint county industrial or business park created with Hampton County pursuant to agreement authorized by 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 November 18, 2021, 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 F1LOT 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; provided that no expense incurred by the County in defense of an alleged or actual breach of this Fee Agreement shall be deemed part of Administration Expenses.

*“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 is Placed in Service.

*“Company”* shall mean Builders FirstSource, Inc. organized and existing under the laws of the State of Delaware, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"*Contract Minimum Investment Requirement*" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$14,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

"*County Council*" shall mean Jasper County Council, the governing body of the County.

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

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

"*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 I of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company's or any Sponsor Affiliate's removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

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

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

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

“*Exemption Period*” shall mean the period beginning on the first day of the property tax year after the Commencement Date and ending on the Termination Date.

“*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.

“*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 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.

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

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

“*MCIP Agreement*” shall mean the Agreement for the Development of a Joint Industrial and Business Park, as amended, between the County and Hampton County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

“*Placed in Service*” means the state or condition of readiness and availability for specifically assigned functions.

“*Project*” shall mean all the Equipment and Improvements on the Land 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.

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

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

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

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

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

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

*“Termination Date”* shall mean the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Project is Placed in Service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to 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.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.3450 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020 as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

#### Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of Delaware, is 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 manufacture and distribution of lumber products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

##### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the Project will be Placed in Service during the calendar year ending December 31, 2022. The Company shall notify the County if it anticipates that the Project will be Placed in Service more than 180 days after such date.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period.

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

##### Section 3.02 Diligent Completion

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

##### Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) confirm the dates on the Project was Placed in Service; and (ii) 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.

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

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value as determined in Step 1 to establish the taxable value of the Economic Development Property in the year it is Placed in Service and in each of the 29 years thereafter or such longer period of years in



which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 0.3450 mills which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(I)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments in accordance with the schedule set forth on Exhibit C (collectively, the "*Scheduled Special Source Revenue Credits*").

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

also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

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

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

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

#### Section 4.03 Minimum Investment Reporting

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

#### Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof.

**ARTICLE V**

**PARTICULAR COVENANTS AND AGREEMENTS**

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the

cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

#### Section 5.02 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 5.03 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 5.04 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 5.05 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims (collectively, “*Losses*”) arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project which arises or occurs on or after the date that the Company acquires the Property. Notwithstanding the foregoing, the Company shall have no obligations to indemnify any Indemnified Party for Losses that result from the negligence, fraud or willful misconduct of one or more Indemnified Parties. Except as limited herein, 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 negligence of one or more Indemnified Parties, or (ii) any breach of this Fee Agreement.

#### Section 5.06 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State (or will obtain such authority prior to commencing 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 5.07 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 5.08 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 notify the County of such transaction at least 30 days prior to the consummation of such transaction and, if requested by the Company, the County shall ratify and/or consent such action; (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 summary 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.

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 5.09 Administration Expenses

The Company agrees to pay Administration Expenses, not to exceed \$2,500.00 in any given calendar year, 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 5.10 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 5.11 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 5.12 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.

## 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 Force Majeure

(a) The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders



or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.03 Remedies Upon Default

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

- (i) terminate this Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

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

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

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

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

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.

**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 hand delivered to the party named below, when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service 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:

Builders FirstSource  
2001 Bryan Street, Suite 1600  
Dallas, TX 75201  
Attn: Real Estate – East Division

With a copy to:

Builders FirstSource, Inc.  
4800 Falls of Neuse Rd, Suite 400  
Raleigh, NC 27609  
Attn: General Counsel – Real Estate.

If to the County:

Jasper County  
358 Third Avenue  
Ridgeland, SC 29936  
Attn: County Administrator

With a copy to:

Jasper County Attorney  
P.O. Box 420  
Ridgeland, SC 29936

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations,

promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity: Change in Laws

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

reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal federal holiday, 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.

**[SIGNATURE PAGES FOLLOW]**

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

**JASPER COUNTY, SOUTH  
CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Wanda Simmons  
Clerk to Jasper County Council

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to in this Policy is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Jasper, State of South Carolina, and being shown and designated as 6.232 acres and 2.00 acres on a plat prepared for Pro-Build Real Estate Holdings, LLC by Hussey Gay Bell, dated August 26, 2021 and recorded on \_\_\_\_ in Book \_\_\_\_ at page \_\_\_\_.

Being a portion of the 181.81 acres conveyed to Point South Ventures, LLC by deed of Stanford W. Boozer, Jr. as shown on plat recorded in Plat Book 28, page 74.

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Jasper County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C**

**FEE ILLUSTRATION TABLE**

[Attached]





**Illustration of Fee-in-Lieu of Property Tax  
Project Ocean  
Jasper County**

**6%, 30-Year Fee, Locked Millage, Normal Fee Schedule**

Year	Taxes with Abatement	Fee Payment Yr 1 Invest. 15,021,000	Savings with Fee	SSRC 26%	Total Payment After SSRC
2022	\$209,626	\$304,616	(\$94,990)	\$76,164	\$228,462
2023	\$187,728	\$277,597	(\$89,869)	\$69,399	\$208,199
2024	\$171,151	\$250,578	(\$79,427)	\$62,646	\$187,934
2025	\$154,223	\$223,559	(\$69,336)	\$55,890	\$167,669
2026	\$138,940	\$196,540	(\$59,600)	\$49,136	\$147,405
2027	\$287,253	\$169,521	\$97,732	\$42,380	\$127,141
2028	\$226,904	\$142,503	\$84,401	\$35,626	\$106,877
2029	\$185,721	\$115,484	\$70,238	\$28,671	\$86,613
2030	\$179,599	\$110,571	\$69,028	\$27,643	\$82,928
2031	\$181,396	\$110,571	\$70,924	\$27,643	\$82,928
2032	\$183,209	\$110,571	\$72,838	\$27,643	\$82,928
2033	\$185,041	\$110,571	\$74,470	\$27,643	\$82,928
2034	\$186,891	\$110,571	\$76,320	\$27,643	\$82,928
2035	\$188,760	\$110,571	\$78,189	\$27,643	\$82,928
2036	\$190,648	\$110,571	\$80,077	\$27,643	\$82,928
2037	\$192,564	\$110,571	\$81,983	\$27,643	\$82,928
2038	\$194,480	\$110,571	\$83,909	\$27,643	\$82,928
2039	\$196,428	\$110,571	\$85,854	\$27,643	\$82,928
2040	\$198,389	\$110,571	\$87,818	\$27,643	\$82,928
2041	\$200,373	\$110,571	\$89,802	\$27,643	\$82,928
2042	\$202,377	\$110,571	\$91,806	\$27,643	\$82,928
2043	\$204,400	\$110,571	\$93,829	\$27,643	\$82,928
2044	\$206,444	\$110,571	\$95,873	\$27,643	\$82,928
2045	\$208,509	\$110,571	\$97,938	\$27,643	\$82,928
2046	\$210,594	\$110,571	\$100,023	\$27,643	\$82,928
2047	\$212,700	\$110,571	\$102,129	\$27,643	\$82,928
2048	\$214,827	\$110,571	\$104,256	\$27,643	\$82,928
2049	\$216,975	\$110,571	\$106,404	\$27,643	\$82,928
2050	\$219,145	\$110,571	\$108,574	\$27,643	\$82,928
2051	\$221,336	\$110,571	\$110,766	\$27,643	\$82,928
<b>TOTALS</b>	<b>\$5,934,619</b>	<b>\$4,112,962</b>	<b>\$1,821,657</b>	<b>\$1,028,241</b>	<b>\$3,084,722</b>

**ASSUMPTIONS**

- \$ 11,866,000 Taxable MAE
- \$ 4,155,000 Land/Bldg\*
- \$ 15,021,000 Total Investment
- 0.3450 Millage Rate
- 0.1810 County Abateable
- 1.00% Millage Growth Rate
- 11% Annual Deprec.
- 90% Max Total Deprec.
- 8.00% Fixed Assess. Rate

\*This assumes the value of real property (land and building) invested each year remains stable at \$4,155,000 for 30 years.

\*All new manufacturing establishments or additions to existing manufacturing establishments in which an investment of \$50,000 or more is made are entitled to a statutory abatement/exemption from county operating taxes for a period of 5 years from the year of investment. However, if a company enters into a PILOT, they may not take advantage of the abatement. In order to show the savings that are solely attributable to the PILOT, we have included the abatement in our annual tax schedule calculation for illustration purposes only.

**EXHIBIT D**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Jasper County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate of the Special Source Revenue Credits previously received by the Company 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) 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: \_\_\_\_\_

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

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FEE IN LIEU OF TAX AND  
SPECIAL SOURCE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA

and

**PROJECT OCEAN**  
**BUILDERS FIRSTSOURCE, INC.**

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Dated as of        November       , 2021

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

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the "*Fee Agreement*") is made and entered into as of November \_\_\_\_, 2021 (the "*Effective Date*") by and between **JASPER 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 Jasper County Council (the "*County Council*") as the governing body of the County, and ~~Project Ocean, a~~ **BUILDERS FIRSTSOURCE, INC., a** Delaware corporation (the "*Company*" together with the County, the "*Parties*").

### RECITALS

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

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("Special Source Revenue Credit") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "*Infrastructure*").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of retail lumber and other building material 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(I)(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 in a joint county industrial or business park created with Hampton County pursuant to agreement entered into on \_\_\_\_\_ [insert] pursuant

~~to authorized by~~ 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 ~~September 20,~~ **November 18,** 2021 ~~[insert]~~, 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; provided that no expense incurred by the County in defense of an alleged or actual breach of this Fee Agreement shall be deemed part of Administration Expenses.

*"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 is Placed in Service.

*"Company"* shall mean ~~\_\_\_\_\_~~ **Builders FirstSource, Inc.** organized and existing under the laws of the State of ~~\_\_\_\_\_~~ **Delaware**, and any

surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“*Contract Minimum Investment Requirement*” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$14,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

“*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 I of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

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

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

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

“*Exemption Period*” shall mean the period beginning on the first day of the property tax year after the Commencement Date and ending on the Termination Date.

“*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.

“*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 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.

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

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

“*MCIP Agreement*” shall mean the Agreement for the Development of a Joint Industrial and Business Park \_\_\_\_\_ [insert], as amended, between the County and Hampton County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

*"Placed in Service"* means the state or condition of readiness and availability for specifically assigned functions.

*"Project"* shall mean all the Equipment and Improvements on the Land 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.

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

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

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

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

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

*"State"* shall mean the State of South Carolina.

*"Termination Date"* shall mean the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Project is Placed in Service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to 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.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.3450 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020 as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

#### Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of Delaware, is 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

manufacture and distribution of lumber products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

##### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the Project will be Placed in Service during the calendar year ending December 31, 2022. The Company shall notify the County if it anticipates that the Project will be Placed in Service more than 180 days after such date.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period.

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

##### Section 3.02 Diligent Completion

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

##### Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) confirm the dates on the Project was Placed in Service; and (ii) 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.

## 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. Since 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, as determined pursuant to the procedure below, 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, 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 Placed in Service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property

were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

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

**Step 3:** Use a millage rate of 0.3450 mills which millage rate shall be adjusted every five (5) years ~~[subject to review of historical millage rates]~~ in accordance with Section 12-44-50(A)(I)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments in accordance with the schedule set forth on Exhibit C (collectively, the "*Scheduled Special Source Revenue Credits*").

(b) Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against FILOT Payments to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to

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

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

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

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

#### Section 4.03 Minimum Investment Reporting

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

#### Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property,

shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05 FILOT Payments on Replacement Property

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

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

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

#### Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof.

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

#### Section 5.02 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 5.03 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 5.04 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 5.05 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims (collectively, "*Losses*") arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project which arises or occurs on or after the date that the Company acquires the Property. Notwithstanding the foregoing, the Company shall have no obligations to indemnify any Indemnified Party for Losses that result from the negligence, fraud or willful misconduct of one or more Indemnified Parties. Except as limited herein, 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 negligence of one or more Indemnified Parties, or (ii) any breach of this Fee Agreement.

#### Section 5.06 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State (or will obtain such authority prior to commencing 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 5.07 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 5.08 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 notify the County of such transaction at least 30 days prior to the consummation of such transaction and, if requested by the Company, the County shall ratify and/or consent such action; (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 summary 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.

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 5.09 Administration Expenses

The Company agrees to pay Administration Expenses, not to exceed \$2,500.00 in any given calendar year, 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 5.10 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 5.11 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 5.12 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.

**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 Force Majeure

(a) The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

#### Section 6.03 Remedies Upon Default

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

- (i) terminate this Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

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

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

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

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

#### 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.

**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 hand delivered to the party named below, when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Builders FirstSource  
2001 Bryan Street, Suite 1600  
Dallas, TX 75201  
Attn: Real Estate – East Division

With a copy to:

~~Dykema Gossett, PLLC~~  
~~10 South Wacker Drive~~  
Builders FirstSource, Inc.  
4800 Falls of Neuse Rd, Suite 2300400  
~~Chicago, IL 60606~~  
Raleigh, NC 27609  
Attn: Andrew P. Scott General Counsel – Real Estate.

If to the County:

Jasper County  
358 Third Avenue  
Ridgeland, SC 29936  
Attn: County Administrator

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jasper County Attorney  
P.O. Box 420  
Ridgeland, SC 29936

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 Invalidation: Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal federal

holiday, 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.

**[SIGNATURE PAGES FOLLOW]**



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

**JASPER COUNTY, SOUTH  
CAROLINA**

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

**ATTEST:**

\_\_\_\_\_  
Wanda Simmons  
Clerk to Jasper County Council

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

## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to in this Policy is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Jasper, State of South Carolina, and being shown and designated as ~~6.232~~ acres and 2.00 acres on a plat prepared for ~~Builders FirstSource — Southeast Group~~ Pro-Build Real Estate Holdings, LLC by ~~HGBD Surveyors, LLC~~ Hussey Gay Bell, dated ~~August 26, 2021~~ and recorded on \_\_\_\_ in Book \_\_\_\_ at page \_\_\_\_ ~~{to be verified}~~.

Being a portion of the 181.81 acres conveyed to Point South Ventures, LLC by deed of Stanford W. Boozer, Jr. as shown on plat recorded in Plat Book 28, page 74.

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Jasper County, South Carolina and the Company (the "Agreement"), as follows:

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

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

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

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C**

**FEE ILLUSTRATION TABLE**

[Attached]



South Carolina Coordinating Council for Economic Development

**Illustration of Fee-In-Lieu of Property Tax**  
**Project Ocean**  
**Jasper County**  
**8%, 30-Year Fee, Locked Millage, Normal Fee Schedule**

Year	Taxes with Abatement	Fee Payment		SSRC 25%	Total Payment After SSRC
		Yr 1 Invest 16,021,000	Savings with Fee		
2022	\$209,826	\$304,616	(\$94,990)	\$76,164	\$228,462
2023	\$187,728	\$277,697	(\$89,869)	\$69,399	\$208,198
2024	\$171,161	\$250,678	(\$79,427)	\$62,646	\$187,934
2025	\$154,223	\$223,659	(\$69,336)	\$56,890	\$167,669
2026	\$136,940	\$196,540	(\$59,600)	\$49,136	\$147,405
2027	\$267,253	\$169,521	\$97,732	\$42,380	\$127,141
2028	\$226,904	\$142,503	\$84,401	\$36,626	\$106,677
2029	\$185,721	\$115,484	\$70,236	\$28,871	\$86,613
2030	\$179,599	\$110,571	\$69,026	\$27,643	\$82,926
2031	\$181,395	\$110,571	\$70,624	\$27,643	\$82,926
2032	\$183,209	\$110,571	\$72,636	\$27,643	\$82,926
2033	\$185,041	\$110,571	\$74,470	\$27,643	\$82,926
2034	\$186,891	\$110,571	\$76,320	\$27,643	\$82,926
2035	\$188,760	\$110,571	\$78,186	\$27,643	\$82,926
2036	\$190,648	\$110,571	\$80,077	\$27,643	\$82,926
2037	\$192,564	\$110,571	\$81,983	\$27,643	\$82,926
2038	\$194,480	\$110,571	\$83,909	\$27,643	\$82,926
2039	\$196,425	\$110,571	\$85,854	\$27,643	\$82,926
2040	\$198,389	\$110,571	\$87,818	\$27,643	\$82,926
2041	\$200,373	\$110,571	\$89,802	\$27,643	\$82,926
2042	\$202,377	\$110,571	\$91,806	\$27,643	\$82,926
2043	\$204,400	\$110,571	\$93,829	\$27,643	\$82,926
2044	\$206,444	\$110,571	\$95,873	\$27,643	\$82,926
2045	\$208,509	\$110,571	\$97,936	\$27,643	\$82,926
2046	\$210,584	\$110,571	\$100,023	\$27,643	\$82,926
2047	\$212,700	\$110,571	\$102,129	\$27,643	\$82,926
2048	\$214,827	\$110,571	\$104,256	\$27,643	\$82,926
2049	\$216,975	\$110,571	\$106,404	\$27,643	\$82,926
2050	\$219,145	\$110,571	\$108,574	\$27,643	\$82,926
2051	\$221,336	\$110,571	\$110,765	\$27,643	\$82,926
<b>TOTALS</b>	<b>\$5,934,619</b>	<b>\$4,112,962</b>	<b>\$1,821,657</b>	<b>\$1,028,241</b>	<b>\$3,084,722</b>

- Assumptions**
- \$ 11,866,000 Taxable MAE
  - \$ 4,155,000 Land/Bldg\*
  - \$ 10,021,000 Total Investment
  - 0.3450 Millage Rate
  - 0.1910 County Abateable
  - 1.00% Millage Growth Rate
  - 11% Annual Deprec.
  - 90% Max Total Deprec.
  - 6.00% Fixed Asses. Rate

\*This assumes the value of real property (land and building) invested each year remains stable at \$4,155,000 for 30 years.

\*All new manufacturing establishments or additions to existing manufacturing establishments in which an investment of \$50,000 or more is made are entitled to a statutory abatement/exemption from county operating taxes for a period of 6 years from the year of investment. However, if a company enters into a FILOT, they may not take advantage of the abatement. In order to show the savings that are solely attributable to the FILOT, we have included the abatement in our annual tax schedule calculation for illustrative purposes only.

{To be inserted from State Summary of Incentives}

**EXHIBIT D**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "Company"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Jasper County, South Carolina and the Company (the "Agreement"), as follows:

(1) As of the date hereof, the aggregate of the Special Source Revenue Credits previously received by the Company 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) 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: \_\_\_\_\_  
Its: \_\_\_\_\_

Document comparison by Workshare Compare on Wednesday, November 10, 2021 10:42:17 AM

Input:	
Document 1 ID	netdocuments://4853-2563-5320/3
Description	PB -- FILOT SSCR Agreement
Document 2 ID	netdocuments://4853-2563-5320/5
Description	PB -- FILOT SSCR Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	31
Deletions	41
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	72



# AGENDA ITEM:

## VI

*New Business item A*

## Wanda Simmons

---

**From:** Kimberly Burgess  
**Sent:** Tuesday, November 16, 2021 12:07 PM  
**To:** Wanda Simmons  
**Cc:** Andrew Fulghum; Danny Lucas  
**Subject:** Temporary Terminal Proposals  
**Attachments:** Vesta Modular Proposal.pdf; Aries Proposal.pdf; Integrated Modular Solutions Proposal.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Spec Call MTG AGE Items

The three proposals are attached. Aries Building Systems, LLC is the recommended provider for the temporary terminal based on price, delivery date, and willingness to customize.

Kimberly Burgess, CPA, CGFO | Director Administrative Services

### Jasper County

358 Third Avenue, PO Box 1149

Ridgeland, SC 29936

Office: (843) 717-3692 Fax: (843) 717-3626

[www.jaspercountysc.gov](http://www.jaspercountysc.gov)



***Jasper County is an Equal Opportunity Employer. Special Accommodations Available Upon Request to Individuals with Disabilities by calling (843) 717-3696 or (843) 717-3690. This email message contains confidential and/or privileged information that is intended solely for the addressee. If you have received this message in error, please notify us by return email, and delete it from your system. Reading, copying or disseminating this message is strictly prohibited.***



**Proposal and Rental Agreement**

Lessee: Jasper County Government  
 358 3<sup>rd</sup> Avenue  
 Suite 304  
 Ridgeland, SC 29936

Presented by:  
 Barry Williams  
 954 213-3385  
 bwilliams@vestamodular.com  
 www.VestaModular.com

Attn: Kimberly Burgess

Date: 11/5/2021

E-mail	
Phone	843-717-3690
Cell	
Other	

**Project Info**

Site Address: 358 3<sup>rd</sup> Avenue Suite 304  
 City/State/Zip: Ridgeland, SC 29936  
 Site Contact and Phone: Kimberly Burgess 843-717-3690  
 County: Jasper  
 Minimum Rental Term: 24 months

Building Description	Unit #	P.O. Number:	
48x60 Modular V-Flex			
<b>Rates Based on Calendar Month</b>		<b>QTY</b>	
Monthly Rental Rate: USD \$4,400.00		24	\$105,600.00
Delivery: \$200.00 each		4	\$800.00
Installation (Block/Level/Anchor) on ABS Pads \$5,675.00 each Seismic "D" (8) XI2 Anchors		4	\$22,700.00
Teardown, Anchor Removal: \$3,700.00 each <small>Estimate Only - Actual TBD at expiration for contracts greater than 1 year</small>		4	\$14,800.00
Return Delivery: \$2450.00 each <small>48xEstimate Only - Actual TBD at expiration for contracts greater than 1 year</small>		4	\$9,800.00
Supplemental Administrative Fee \$220.00 Per Month		24	\$5,280.00
<b>Options:</b>			
Pier Surface Bonding \$50.00 each approx. 70 Piers.		70	\$3,500.00
Steps: 3 of Entries x \$40 each = \$120.00/mo		24	\$2,880.00
<b>SALES TAX @ 9% (Not Included in Total)</b>			<b>\$14,128.20</b>
Insurance Coverage Value			\$250,000.00
Waiver of Requirement For Proof of Insurance (\$1,000 deductible per occurrence) Liability Coverage is Client's Responsibility	<input type="checkbox"/> Accept	Damage Waiver Fee	

	<b>Total Before Taxes</b>	<b>*Does not include Options*</b>	<b>\$158,980.00</b>
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Attached terms and conditions and scope of work apply to this order. Prices quoted exclude all sales taxes, property taxes, licenses, permits and fees. Delivery and installation prices are based on the site being accessible, level, and having adequate drainage. Lessee is responsible for obtaining any building permits and securing local installation and foundation approvals. Quote valid for 30 days. Used buildings are sold "as is, where is" with no warranty.



**Scope of Work**

Customer and Lessee are the same entity.		Lessee	Not Applicable	VESTA Modular
1.	Floor plan			X
2.	Foundation Pad -minimum 2500 PSF recommended	X		
3.	Third party certification of drawings of building		X	
4.	Delivery to customers site			X
5.	Site access including all weather road (Vesta Modular does not restore access wheel ruts and damaged grass, landscaping and trees)	X		
6.	Site leveling, compaction and drainage (note positive drainage is required from foundation pad)	X		
7.	Stake location (all four corners) and site plan showing building layout	X		
8.	Site utilities (electrical, water, sewer, and telcom including crawl space harnessing)	X		
9.	Provide pier (dry stack CMU) foundation plans (above grade only)			X
10.	Permits and fees (other than delivery)	X		
11.	Set buildings on foundation pad provided by customer			X
12.	Provide concrete piers (dry stacked piers using 8 x 8 x 16 CMU blocks) on precast concrete pads 16" x 16" x 4" or equal <b>Standard Height of 36"</b>			X
13.	Remove axles, tires and hitches (hitches removed and placed in crawl space on doublewide and larger installations only)		X	
14.	Provide temporary power for hand tools if required	X		
15.	Provide dumpster service for trash removal at the jobsite if required	X		
16.	Provide bathroom facilities at jobsite for setup crews if required	X		
17.	Anchor building - type of site (check one) Dirt Gravel Rock Concrete			X
18.	Install skirting to match siding - type		X	
19.	Install interior and exterior finishes			X
20.	Weatherite roof			X
21.	Site adjustment of all doors after setup (related to site settlement)	X		
22.	Level floor during setup			X
23.	Supply/install electrical panel box (es)			X
24.	Engineer, supply and install electrical distribution system, and sub feed to electrical panel box(es)	X		
25.	Supply/install transformer, if needed	X		
26.	Supply/install Step and Landings - Type			X
27.	Broom sweep of interior floors- all other cleaning by customer			X
28.	Supply/install awning/canopies		X	
29.	Hookup HVAC to electrical panel box or boxes (by factory)			X
30.	Balance HVAC system			X
31.	Supply/install miniblinds			X
32.	Supply/install guttering and downspouts	X		
33.	Supply/install fire alarm system, if needed	X		
34.	Supply/install fire sprinkler system if required	X		
35.	Supply/install emergency lighting	X		
36.	Supply/install telephone J-boxes and computer J-boxes	X		
37.	Supply/install telephone and communication wiring	X		
38.	Connect power during set-up	X		

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

LESSOR: VESTA Housing Solutions, LLC

LESSEE: [REDACTED]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**RENTAL AGREEMENT - TERMS & CONDITIONS**

Rental customers ("Customer") who have executed a Proposal and Rental Agreement ("PRA") with Vesta Housing Solutions, LLC ("VESTA") accept and acknowledge these terms and conditions and agree to be bound hereby. Rental Agreement - Terms and Conditions are available upon request or can be viewed at [www.vestamodular.com/branches-terms](http://www.vestamodular.com/branches-terms).

[www.vestamodular.com/maintenance](http://www.vestamodular.com/maintenance) and maybe contained within the unit. Customer must obtain VESTA's approval for Equipment repair, and work must be completed in a good and workmanlike manner. Customer will compensate VESTA for any damages caused by approved or unapproved work and/or failure to perform maintenance as described in the foregoing Preventative Maintenance Responsibilities document.

**LEASE/TERM.** The Equipment rental initial term is stated on the PRA ("Initial Term"). The PRA can be terminated at the Initial Term's or Extended Term's end date by giving the VESTA at least 60 days notice prior scheduled end date. At VESTA's option, the Initial Term and subsequent terms will automatically renew for successive terms (each an "Extended Term") if notice of termination is not provided by the Customer. Rent will be the current rate plus, 5%, for a term totaling the length of the Initial Term. These terms and conditions are applicable to any Extended Term.

**LOSS OR DAMAGES.** Unless Customer accepts and makes Damage Waiver payments, Customer bears the entire risk of loss and damage to the Equipment from any cause whatsoever. If such occurs, Customer shall, at VESTA's option, (i) repair the Equipment to good repair and working order; (ii) replace with like Equipment; or (iii) pay VESTA the greater of the Equipment's book value or fair market value.

**RENT.** Rent is payable the 1<sup>st</sup> of each month unless otherwise stated. Invoices are for convenience only, and payments more than 5 days late are subject to a 10% late charge. The parties further agree: (a) the PRA is a net lease, and paying rent is absolute and unconditional; (b) Customer may not set-off payments, and the obligation to pay rent is not altered due to defect, destruction or damage from any cause; (c) Customer is responsible for all applicable taxes; (d) Customer will pay for all utility services.

**INSURANCE.** As evidenced by certificates of insurances, Customer will procure and keep in full force during the lease the following with premiums prepaid: i) *Commercial General Liability Insurance*, minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming VESTA as an additional insured and endorsing VESTA on this insurance policy; ii) *Commercial Property Insurance*, protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning theft, flood, windstorm, explosion or any other casualty, naming VESTA as a loss payee, and will endorse VESTA on this insurance policy. Customer will deliver certificates evidencing all such insurance to VESTA prior to acceptance/occupancy of the Modular Building(s), time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without prior written notice to Lessor. If Customer fails to deliver, or keep in effect, the insurance certificates required by this Agreement, at VESTA's option, VESTA may obtain such insurance on behalf of Customer and charge Customer the total cost of obtaining such insurance plus a \$250 monthly administrative fee for acquiring and carrying the insurance.

**WARRANTY.** VESTA will correct or repair HVAC and major structural integrity defects in the units. This limited warranty does not extend to Customer's responsibilities for defects and duties to maintain plumbing, electrical, mechanical and/or aesthetic components of the Modular Building(s), and will be voided if Customer fails to perform all maintenance requirements in Customer's Preventative Maintenance Responsibilities document. This limited warranty does not apply to any costs, repairs, or services if the unit(s) have been damaged or in any way altered due to abuse, misuse, negligence, accident, vandalism, or pest infiltration, if corrective work is due by repairs made by anyone other than VESTA, or if Customer fails to report defective parts or conditions with 5 days of discovery. VESTA disclaims all other warranties, express or implied, including without limitation warranties of merchantability, fitness for particular purpose or usage of trade. VESTA shall not be liable for any form of consequential damages for breach of this warranty or Agreement. Lessee's sole remedy against Lessor is limited to the actual costs of repair.

**EQUIPMENT DAMAGE WAIVER.** The Equipment Damage Waiver relieves Customer of financial responsibility in excess of \$1,000 if Equipment is lost or damaged due to theft, act of god or vandalism. The Damage Waiver shall be void unless Customer (a) takes reasonable precautions against theft or vandalism, (b) notifies VESTA of such event within 3 days of discovery, (c) delivers to VESTA satisfactory proof of the loss and police report regarding the event within 30 days and (d) Customer is in compliance with the PRA. The Equipment Damage Waiver is not total protection, is void if the Equipment is damaged due to neglect or inadequate security, and does not relieve Customer of its obligation to provide liability insurance.

**TITLE.** Title to the Equipment will always remain wholly with VESTA. Customer will not permit liens or encumbrances thereon. The Equipment is personal property, and will never be affixed to the premises where it is located. Customer may not assign the PRA or sublet without VESTA's written consent. With 24 hours e-mail notice, except in emergent circumstances, VESTA may inspect the Equipment. Customer may not relocate Equipment or remove any VESTA insignia from the Equipment.

**DELIVERY & RETURN OF EQUIPMENT.** Customer will pay for the Equipment's delivery and return costs as stipulated in the PRA. Customer is responsible for site preparation and accessibility subject to VESTA's approval. Customer is responsible for additional charges incurred by VESTA for unacceptable site preparation and inaccessibility. Customer must provide a minimum of 14 days written notice prior to the requested pick-up date which can be no earlier than the end of the guaranteed term of the lease. All damage, return and unpaid rent must be paid in advance of return of the units. If pick-up is attempted but the Equipment is not accessible or ready, Customer is liable for VESTA's delay costs and expenses. The Equipment is to be available for return in good condition and repair, ordinary wear and tear excepted. Customer will not perform any tear down or return activities and/or services. Equipment with accessories, attachments or other items missing, Equipment requiring repairs of any kind, or requiring restoration to original specifications will remain on rent until replacements, repairs or restorations have been made or paid for by Customer in a manner acceptable to VESTA. Any changes, alterations, or improvements immediately, upon their completion, become VESTA's property without compensation to Customer. Customer will be solely responsible for all tires, axles, hitches and related hardware, and will pay for replacement of such parts if missing.

**USE.** Customer will use the Equipment in a careful and proper manner complying with all laws and regulations. Customer will not use or store hazardous materials in the Equipment. Customer is responsible for all permitting and represents and warrants to being the lawful owner or has the owner's permission for use and occupancy at the Equipment's location.

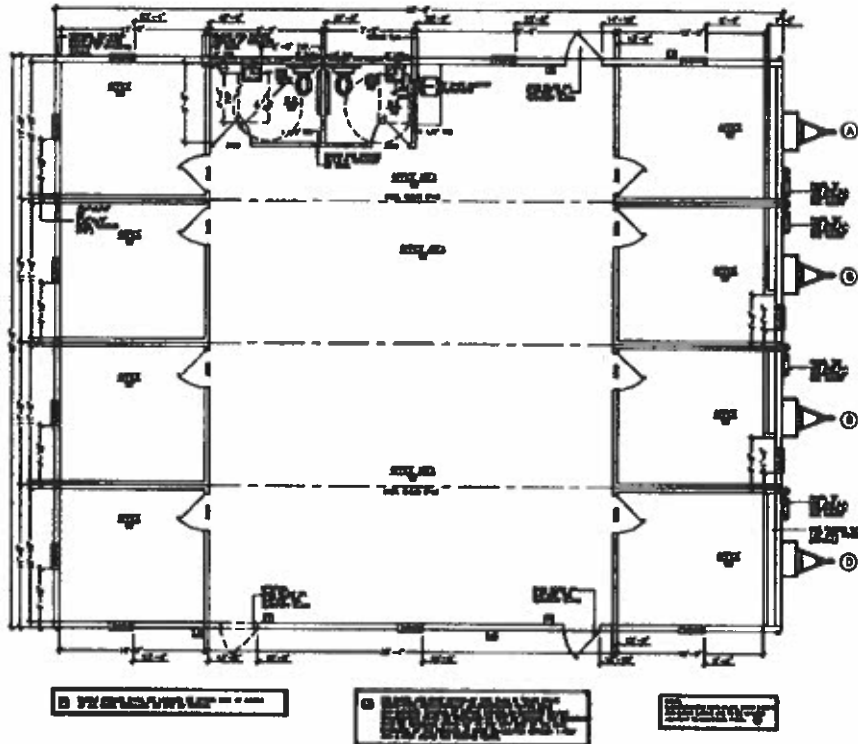
**INDEMNITY.** Customer will indemnify and hold VESTA, its successors and assigns, harmless from any claims, losses, costs or expenses (including attorneys' fees) alleged or sustained by third parties and/or resulting from a breach of these terms and conditions, including, but not limited to, claims of property damage, liens or encumbrances, death and/or bodily injury, caused in whole or in part by Customer's use, operation, maintenance, condition or alteration of the Equipment or Customer's failure to comply in any respect with this Agreement.

**DEFAULT, REMEDIES & BANKRUPTCY MATTERS.** After providing the Customer with 5 days notice to cure any breach of this PRA or these terms and conditions, VESTA has right to exercise any one or more of the following remedies: (a) to terminate the PRA and declare the entire amount of rent and damage assessments immediately due and payable; (b) to take possession of the Equipment, without demand, notice or court, and Customer waives all damages occasioned by such taking; and/or (v) to pursue any other remedy at law or in

**REPAIRS/MAINTENANCE.** Customer will maintain the Equipment in good repair and condition, reasonable wear and tear excepted, at its sole cost and expense. Customer's duties include, but are not limited to, those described in the Customer's Preventative Maintenance Responsibilities document available at

equity. Customer grants VESTA a lien in all contents and proceeds thereof to secure payment of the damages in the event of default under this Lease. Customer agrees to pay all costs of collection including, but not limited to, reasonable attorney's or collection agency fees. Upon default interest on all unpaid amounts shall accrue at the rate greater of 21% per annum, compounded monthly or the maximum allowed by law. Customer must provide notice of any event of insolvency within 10 days thereof. If any proceeding under a bankruptcy act is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if Customer makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of the Equipment, VESTA has and may exercise any one or more of the remedies set forth in this section; and this Agreement shall, at the option of the VESTA, without notice, immediately terminate and shall not be treated as an asset of Customer.

**MISCELLANEOUS.** The PRA and these terms and conditions are the entire agreement between the parties, and can only be modified in writing executed by both parties. VESTA's failure at any time to require strict performance by Customer with any of the provisions hereof does not constitute a waiver by VESTA or diminish VESTA's right thereafter to demand strict compliance. This Agreement is governed by and interpreted under the laws of the State of Michigan. Written notices are to be delivered to the addresses contained in the PRA and may be sent via email to satisfy any notice provisions.



1. FLOOR PLAN

2. FOUNDATION PLAN

3. ELEVATION



STATE OF ALABAMA  
 A. BOON  
 AL 5478  
 4/19/2021

**RADCO**  
 23-Apr-21  
 Jan 11 8:07 AM MCP

APPROVED  
 RADCO  
 04/23/21  
 April 23, 2021  
 Tomo Industrial  
 Building Code Council  
 10-1-21

**COLOR GRAPHS SCHEDULE**

1	25' x 40' x 10' 0" 1/4" THICK	25' x 40' x 10' 0" 1/4" THICK
2	25' x 40' x 10' 0" 1/4" THICK	25' x 40' x 10' 0" 1/4" THICK
3	25' x 40' x 10' 0" 1/4" THICK	25' x 40' x 10' 0" 1/4" THICK
4	25' x 40' x 10' 0" 1/4" THICK	25' x 40' x 10' 0" 1/4" THICK

1. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS TO CENTER UNLESS OTHERWISE NOTED.

**STRUCTURAL SPECIFICATIONS INC.**  
 1570 S. 13TH AVE.  
 MOBILE, AL 36682  
 (904) 681-1111  
 www.structuralspecs.com

PROJECT NO.	1570 S. 13TH AVE.
DATE	4/23/21
SCALE	1/4" = 1'-0"
DR	0.7
DATE	4/23/21
PROJECT NO.	1570 S. 13TH AVE.
DATE	4/23/21
SCALE	1/4" = 1'-0"
DR	0.7
DATE	4/23/21

**Jasper County Government**

**358 3<sup>rd</sup> Ave.**

**Suite 304**

**Ridgeland, SC 29936**

**Att: Kimberly Burgess**

**Hi Kimberly wanted to advise the enclosed floor plan will be readily available January 1<sup>st</sup> for delivery. This is a New Building and will meet all requirements. Any questions please let me know.**

**Thanks in Advance**

**Barry Williams Remote-Sales**

**VESTA** Modular

[Bwilliams@vestamodular.com](mailto:Bwilliams@vestamodular.com) [www.VestaModular.com](http://www.VestaModular.com)

O: 817.MODULAR (663-8527)

C: 954-213-3385

F: 910-333-1377

444 Grants Creek Road

Jacksonville, NC 28546





**Aries Building Systems, LLC**  
 3335 Broughton Dr  
 Durham, NC 27704



# LEASE PROPOSAL

**Aries Rep.:** Ben True  
**Aries Rep Ph.:**  
**Aries Email:** btrue@ariesbuildings.com

**Proposal Date:** 11/5/2021  
**Quote No.:** 15563

**Customer:**  
 Ridgeland- Claud Dean Airport  
 134 Airport Rd  
 Ridgeland, SC 29936

**Customer Contact:**  
 Danny Lucas  
 (843)929-4159  
 mgr@jcairportsc.org

**Project Delivery Details**  
 Ridgeland Airport  
 134 Airport Rd  
 Ridgeland, SC 29936

**Delivery Date:** 12/15/2021

<b>LEASE EQUIPMENT INFORMATION - Monthly Lease Pricing</b> <i>(Subject to availability and credit approval)</i>				
<b>Equipment Description</b>	<b>Qty</b>	<b>UOM</b>	<b>Monthly Cost</b>	<b>Extended Total</b>
60x60 Modular Office	24	MO	\$3,585.00	\$86,040.00
<i>Total Equipment Value (for insurance purposes): \$0.00</i>				
<b>TOTAL MONTHLY EQUIPMENT RENTAL:</b>				<b>\$86,040.00</b>

<b>DELIVERY &amp; INSTALLATION / DISMANTLE &amp; RETURN DELIVERY</b>				
<b>Description/Project Scope</b>	<b>Unit Qty</b>	<b>UOM</b>	<b>Unit Cost</b>	<b>Total Sale Cost</b>
Delivery Freight	1	EA	\$5,490.00	\$5,490.00
Non-code set	1	EA	\$10,080.00	\$10,080.00
Skirt Labor/ Materials	1	EA	\$3,600.00	\$3,600.00
Tear Down	1	EA	\$7,600.00	\$7,600.00
Return	1	EA	\$11,055.00	\$11,055.00
Delivery / install of ramp	1	EA	\$840.00	\$840.00
Teardown/ Return of Ramp	1	EA	\$840.00	\$840.00
<b>TOTAL DELIVERY AND SITE SERVICES:</b>				<b>\$39,505.00</b>

<b>OPTIONAL PRODUCTS &amp; SERVICES - RECURRING</b>				
<b>Description/Project Scope</b>	<b>Unit Qty</b>	<b>UOM</b>	<b>Monthly Cost</b>	<b>Extended Total</b>
30' straight to meet ADA	1	EA	\$252.00	\$252.00
<b>TOTAL OPTIONAL PRODUCTS &amp; SERVICES - RECURRING:</b>				<b>\$252.00</b>

<b>PROPOSAL TOTAL</b>	
<i>Including Rental, Delivery &amp; installation / Dismantle &amp; Return Delivery / Waiver &amp; Insurance</i>	<b>\$131,593.00</b>
<b>Note: Total does not include applicable State and Local Taxes.</b>	

<b>SPECIAL NOTES</b>
Local sales tax to be added to monthly rental rate, delivery & return freight Personal Property expense fee of 6% of monthly rental rate will be added each month



**THIS QUOTE LEASE/PROPOSAL WHEN SIGNED BY BOTH PARTIES BECOMES A FULLY BINDING LEASE AGREEMENT**

**PAYMENT TERMS:** All pricing is subject to credit approval and payment terms will be determined upon receipt of required financial information. Down payment percentage and mobilization fees provided upon approval, if required. Any and all ancillary, design and construction associated costs will be billed bi-weekly or monthly.

**PRICING NOTES:** All pricing is based on non-union, non-prevailing rates subject to product availability and ARIES standard terms and conditions. This proposal is good for (30) Days and when executed will be made a part of the final Agreement. Pricing excludes all taxes, import and export fees, local permits, impact fees, site inspections and unknowns. Any items not listed in this proposal or attachments are excluded.

**GENERAL SPECIFICATIONS:** Please note that all of the above Equipment is subject to existing inventory, may have various specifications and ARIES is providing our best configuration layouts available, but not all floor plans may be exact to the provided conceptual layouts. The Equipment may be "New" or "Existing" Equipment.

**COLOR AND MATERIALS:** All Materials are based on ARIES standard selections. ARIES will supply electronic color selections to choose from for the construction (if non-standard purchase). Selections will need to be made prior to procurement of materials and production of buildings. For projects utilizing existing buildings, color selections will not be given as the buildings are already completed.

**SUBSTITUTES AND ALTERNATES:** ARIES reserves the right to substitute for ARIES Standards.

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4. Proposal does not include applicable site development work up to building line including, but not limited to parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein. Dumpster and port-o-john to be supplied by Customer. Any HVAC condensate french drains or piping is excluded from ARIES scope of work.
5. Proposal does not include services, manifolds, piping, lifts, meters, valves, connections, etc. to site water and waste; unless stated otherwise herein.
6. Proposal does not include services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
7. Proposal does not include any voice, data, security, notification, fire alarm or fire suppressions systems; unless stated otherwise herein.
8. Proposal does not include, FFE, signage, HVAC testing and balancing, condensation drains, gutters, downspouts, etc.; unless stated otherwise herein.
9. Proposal does not include cooperative purchasing fees or memberships; unless stated otherwise herein.
10. Proposal does not include Municipal, City, County or State permitting.
11. References herein to "Quote Lease" and "Proposal" are used interchangeably and are understood and agreed by the parties to be the same document. In all cases the Aries Proposal/Quote Lease and the Aries Standard Lease Agreement terms and conditions shall take precedence.

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The property damage waiver program is a waiver of certain physical damage insurance requirements of the standard lease agreement. This is not a replacement for commercial property & casualty insurance and does not relate to liability insurance in any way.



**GENERAL LIABILITY INSURANCE**

Unless specifically excluded by ARIES in writing, Customer shall insure the Equipment for the full equipment value shown herein against all losses. Customer shall also insure against liability. The insurance requirements are outlined in the terms and conditions of the ARIES Standard Lease Agreement.

I agree to deliver a certificate of insurance within ten (10) days after the delivery of the equipment as stated in the terms and conditions of the ARIES Standard Lease Agreement. If I fail to deliver the insurance certificate, I understand ARIES has the right to impose a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage.

Contact for Insurance: \_\_\_\_\_ Phone: \_\_\_\_\_

**INVOICING OPTIONS (Select One)**

**Paperless Option** \_\_\_\_\_

ARIES prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email:  
A/P Email on File:

**Standard Mail Option** \_\_\_\_\_

Customer prefers to receive paper invoice via US Mail. Invoices will be mailed to:

Ridgeland- Claud Dean Airport  
Ridgeland, SC 29936  
134 Airport Rd

**Please note the following important billing items:**

- In addition to the first month rental and initial charges, dismantle and return freight (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Aries Building Systems, LLC preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Aries Building Systems, LLC preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address.
- Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.



**ACCEPTANCE & ACKNOWLEDGEMENTS**

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**THE RIGHTS AND INTERESTS OF LESSOR AND LESSEE UNDER THIS LEASE AND ALL SCHEDULES, SUPPLEMENTS, AMENDMENTS AND RIDERS HERETO, HAVE BEEN COLLATERALLY ASSIGNED TO BMO HARRIS BANK N.A. (THE "AGENT") FOR THE BENEFIT OF CERTAIN SECURED PARTIES, AND THIS LEASE IS SUBJECT TO A FIRST PRIORITY PERFECTED SECURITY INTEREST IN FAVOR OF THE AGENT FOR THE BENEFIT OF SUCH SECURED PARTIES. NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED OR PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HERETO OTHER THAN THE COUNTERPART EXECUTED BY THE AGENT.**

**ARIES BUILDING SYSTEMS, LLC ("Lessor")**

**Ridgeland- Claud Dean Airport ("Lessee")**

Signature: Ben True

Signature: \_\_\_\_\_

Name: Ben True

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

Title: Sales Representative

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

Date: 11/5/2021

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

PO No: \_\_\_\_\_

**Aries Building Systems, LLC**  
 3335 Broughton Dr  
 Durham, NC 27704



# LEASE PROPOSAL

**Proposal Date:** 11/5/2021  
**Quote No.:** 15563

**Aries Rep.:** Ben True  
**Aries Rep Ph.:**  
**Aries Email:** btrue@ariesbuildings.com

**Customer:**  
 Ridgeland- Claud Dean Airport  
 134 Airport Rd  
 Ridgeland, SC 29936

**Customer Contact:**  
 Danny Lucas  
 (843)929-4159  
 mgr@jcairportsc.org

**Project Delivery Details**  
 Ridgeland Airport  
 134 Airport Rd  
 Ridgeland, SC 29936

**Delivery Date:** 12/15/2021

<b>LEASE EQUIPMENT INFORMATION - Monthly Lease Pricing</b> <i>(Subject to availability and credit approval)</i>				
Equipment Description	Qty	UOM	Monthly Cost	Extended Total
60x60 Modular Office	24	MO	\$3,585.00	\$86,040.00
<i>Total Equipment Value (for insurance purposes): \$0.00</i>				
<b>TOTAL MONTHLY EQUIPMENT RENTAL:</b>				<b>\$86,040.00</b>

<b>DELIVERY &amp; INSTALLATION / DISMANTLE &amp; RETURN DELIVERY</b>				
Description/Project Scope	Unit Qty	UOM	Unit Cost	Total Sale Cost
Delivery Freight	1	EA	\$5,490.00	\$5,490.00
Non-code set	1	EA	\$10,080.00	\$10,080.00
Skirt Labor/ Materials	1	EA	\$3,600.00	\$3,600.00
Tear Down	1	EA	\$7,600.00	\$7,600.00
Return	1	EA	\$11,055.00	\$11,055.00
Delivery / install of ramp	1	EA	\$840.00	\$840.00
Teardown/ Return of Ramp	1	EA	\$840.00	\$840.00
<b>TOTAL DELIVERY AND SITE SERVICES:</b>				<b>\$39,505.00</b>

<b>OPTIONAL PRODUCTS &amp; SERVICES - RECURRING</b>				
Description/Project Scope	Unit Qty	UOM	Monthly Cost	Extended Total
30' straight to meet ADA	1	EA	\$252.00	\$252.00
<b>TOTAL OPTIONAL PRODUCTS &amp; SERVICES - RECURRING:</b>				<b>\$252.00</b>

<b>PROPOSAL TOTAL</b>	
<i>Including Rental, Delivery &amp; installation / Dismantle &amp; Return Delivery / Waiver &amp; Insurance</i>	<b>\$131,593.00</b>
<b>Note: Total does not include applicable State and Local Taxes.</b>	

<b>SPECIAL NOTES</b>
Local sales tax to be added to monthly rental rate, delivery & return freight Personal Property expense fee of 6% of monthly rental rate will be added each month



**THIS QUOTE LEASE/PROPOSAL WHEN SIGNED BY BOTH PARTIES BECOMES A FULLY BINDING LEASE AGREEMENT**

**PAYMENT TERMS:** All pricing is subject to credit approval and payment terms will be determined upon receipt of required financial information. Down payment percentage and mobilization fees provided upon approval, if required. Any and all ancillary, design and construction associated costs will be billed bi-weekly or monthly.

**PRICING NOTES:** All pricing is based on non-union, non-prevailing rates subject to product availability and ARIES standard terms and conditions. This proposal is good for (30) Days and when executed will be made a part of the final Agreement. Pricing excludes all taxes, import and export fees, local permits, impact fees, site inspections and unknowns. Any items not listed in this proposal or attachments are excluded.

**GENERAL SPECIFICATIONS:** Please note that all of the above Equipment is subject to existing inventory, may have various specifications and ARIES is providing our best configuration layouts available, but not all floor plans may be exact to the provided conceptual layouts. The Equipment may be "New" or "Existing" Equipment.

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**ARIES BUILDING SYSTEMS, LLC ("Lessor")**

**Ridgeland- Claud Dean Airport ("Lessee")**

Signature: Ben True

Signature: \_\_\_\_\_

Name: Ben True

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

Title: Sales Representative

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

Date: 11/5/2021

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

PO No: \_\_\_\_\_





210 E. 5<sup>th</sup> Street  
Bonham, TX 75418  
903-449-4587  
[www.integratedmodular.net](http://www.integratedmodular.net)

November 10, 2021

Ms. Kimberly Burgess  
Director of Administrative Services  
Jasper County Government  
258 3<sup>rd</sup> Avenue, Suite 304  
Ridgeland, SC 29936

Re: Notice #202111031531172455176 410381946  
Modular Building, Airport Temporary Terminal/FBO, Ridgeland-Claude Dean Airport (3J1)  
Cost Proposal

Dear Ms. Burgess:

We are pleased to provide you with a cost proposal for the above referenced project.

Description	Qty	Unit	Price	Total
NEW Modular Building - 24 Month Lease	24	Mo	\$7,033.00	\$168,792.00
One Time Costs	1	LS	\$69,130.66	\$69,130.66
Tear Down and Removal at End of Lease	1	LS	\$39,905.00	\$39,905.00
Total				\$277,828.66

One Time Cost Breakdown: Delivery, Installation, Aluminum Steps/Decks/Ramp, and Site Supervision

We have not taken any Exceptions, we have proposed this building as requested. All bonding, permits, and maintenance have been EXCLUDED from this proposal.

All pricing is valid for 30 days.

We appreciate your consideration and look forward to hearing from you soon.

Sincerely,

Rodney Whitworth  
Business Development



210 E. 5<sup>th</sup> Street  
Bonham, TX 75418  
903-449-4587  
[www.integratedmodular.net](http://www.integratedmodular.net)

**E-mail:** [rodneyw@integratedmodular.net](mailto:rodneyw@integratedmodular.net)

**Web Page:** [www.integratedmodular.net](http://www.integratedmodular.net)

**Contact Persons:** Rodney Whitworth, Business Development

**Capabilities:** Integrated Modular Solutions, LLC is a Design/Build Turn-key General Contractor specializing in **Modular, Permanent Modular and Modular Relocatable Buildings**. Since January 1, 2010 Integrated Modular Solutions, LLC has been able to meet the space needs of major markets, including Military, Education, Health Care, Government and Commercial. We can provide services for both permanent and temporary space for a wide variety of uses including Medical Clinics, Offices, Dormitories, SCIF, Training Facilities, Child Development Centers, Classrooms and Military Housing. Our main mission is to deliver a superior product of a site and design building project to fit the specific needs of each client. We are **SBA 8(a) Certified, Woman Owned Small Business (WOSB), Service-Disabled Veteran Owned Small Business (SDVOSB), and an Economically Disadvantaged Woman Owned Small Business (EDWOSB) and on the GSA Schedule 56.**

**NAICS Codes:**

236115 – Single Family Housing Construction  
236116 – Multifamily Housing Construction  
236210 – Industrial Building Construction  
236220 – Commercial and Institutional Building Construction  
321991 – Manufactured Home (Mobile Home) Manufacturing  
321992 – Prefabricated Wood Building Manufacturing  
332311 – Prefabricated Metal and Component Manufacturing  
337127 - Institutional Furniture Manufacturing  
337211 - Wood Office Furniture Manufacturing  
337214 - Office Furniture (except Wood) Manufacturing  
531110 – Lessors of Residential Buildings and Dwellings  
531120 – Lessor of Nonresidential Building (except Mini-warehouses)  
561990 – All other support services  
624221 – Temporary Shelters

**Federal Certifications:** SBA 8(a) Certified, WOSB, SDVOSB, EDWOSB, GSA Schedule 56

**BIA Security Clearances - Yes**

**SAM/DYNAMIC Small Business Search**

**Cage Code:** 69VG8

**DUNS #:** 00-660-9211

**Accept Government Purchase Card**

**Bonding Level:** \$6,000,000 Single Project - \$12,000,000 Aggregate

**GSA Schedule Contract #** 47QSWA18D001W

**SBA 8(a) Certified ~ WOSB ~ SDVOSB ~ EDWOSB ~ GSA Schedule ~ Texas HUBzone**



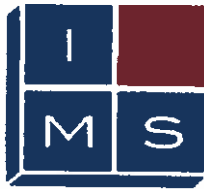
(4) 11' 9" X 60 UNITS TO  
EQUAL (1) 48X60 MODULAR  
BUILDING.

Project Description:

Project Client: Claud Dean Airport  
Project Location: Ridgeland, South Carolina  
Date: 11/9/2021

Responsibility: X  
Optional Item: O

A: Administration			
	IMS	Client	NIC
1 Taxes (Exempt Certificate Required)			X
2 Buy America Act			X
3 Davis Bacon Wage Scale (Site Only)			X
4 Bid Bonds			x
5 Payment & Performance Bonds			x
6 Terms of Payment (Mutual Agreement, Established Prior to Contract Execution)	X	X	
7 Invoicing Procedure (Per Terms Of Payment)	X		
8 Site Access Security Requirements		X	
9 Site Access Security Submittals For Clearance		X	
10 Building Permits		x	
11 Code & Design Criteria (IBC 2015)	X		
12 Force Protection Requirements Implemented			X
13 Design Submittal Process & Requirements	X		
14 Structural Design w/ Seals (Third Party)	X		
15 Electrical Design	X		
16 Mechanical Design	X		
17 Fire Alarm System Design			x
18 Fire Sprinkler System Design			x
19 Water Supply & Flow Testing For Fire Sprinkler System			x
20 Sub-grade Foundation Design			X
21 Geotech Report			x
22 Site Utility Systems Design			X
23 Interior Furniture Design & Layout			x
24 Site Lighting Design & Layout			X
25 Sub-Floor Ventilation Design	x		
26 Site Survey			x
27 Soils Testing			X
28 Utility Line Location/Dig Testing			x
29 Site Environmental Study			X
30 Storm Water Permits			x
31 Wetlands/Tree Harvesting Permits			X
32 Site Accessibility For Equipment & Unit Delivery		X	
33 Close Out Documents (Modular Building Only, Electronic Format, One Hard Copy If Reqd)	X		
34 Warranty (During Course of Lease)	X		
35 Building Turnover to Client (In an effort to keep the modular building installation cost minimal, IMS with client's representative will perform one final completion building walk through inspection. Items identified as requiring additional attention will be noted and incorporated into a Punch List. Upon compilation and agreement between client and IMS of Punch List items, the items comprising the Punch List will be addressed. Upon completion of the Punch List, the building will be deemed accepted by the client. Any further items requiring attention will be addressed under the IMS warranty program.)	X		
B: Site Work			
1 Stake Site/Building Location	X	X	
2 Confirmation of Site Elevations	X	X	
3 Site Prep	X	X	
4 Site Demolition			
5 Site Excavation			x



**INTEGRATED**  
MODULAR SOLUTIONS

210 E. 5th Street  
Borham, TX 75418  
PHONE (803) 448-4267

(4) 11' 9" X 60 UNITS TO  
EQUAL (1) 48X60 MODULAR  
BUILDING.

Project Description:

Project Client: Claud Dean Airport  
Project Location: Ridgeland, South Carolina  
Date: 11/9/2021

Responsibility: X  
Optional Item: O

	IMS	Client	NIC
6 Dust Control			X
7 Excavation For Pit Set Building/Concrete Footings			X
8 Sub-Floor Drainage			X
9 Installation of Foundation System			x
10 Installation of Modular Building Pier System	X		
11 Modular Building Anchoring System	X		
12 Soil Treatment/Termite Control			X
13 Sub-Floor Ventilation System (Skirting Vents)	X		
14 Installation of Perimeter Stem Wall Including Backfill			X
15 Lockable Access Hatch			X
16 Security Fencing/Barricades During Construction			x
17 Dumpsters	X		
18 Portable Toilets	X		
19 Temporary Power & Water During Construction		X	
20 Delivery of Modular Units To Site Including Transportation Permits	X		
21 Staging of Modular Units At Site Awaiting Setup	X		
22 Modular Building Setup & Trimout	X		
23 Crane/Rigging If Required For Grade/Pit/Special Set Condition			X
24 Frame and Install Perimeter Skirting	X		
25 Site Installed Building Finishes			X
26 Site Applied Special Roof Systems			X
27 Site Built Parapets/Mansards			X
28 Exterior Roof Ladder w/ Cage, (1) Per Building			X
29 Site Installed Gutters & Downspouts			x
30 Site Installed Building Lightning Protection			X
31 Building Broom Clean Prior To Final Inspection	X		
32 Final Clean (Broom clean)	X		
33 Landings w/ Stairs & Handrails (Aluminum)	X		
34 Main Entry Handicapped Ramp w/ Handrails (Aluminum)	X		
35 Dumpster Enclosure & Pad			x
36 Site Fencing Swing gates to fire lane ONLY)			x
37 Sidewalks			x
38 Parking Lot w/ Curbs			X
39 Canopies/Custom Entries/Walkway Covers			X
40 Landscaping Hydroseeding			x
41 Site Accessibility - Site Must Be Available 7 Days/Week 24 Hrs/Day		X	
<b>C: Domestic Plumbing Site Work</b>			
1 Tap Existing Water Source At Site		X	
2 Run Underground Water From Source To Building Line		X	
3 Water Pump/Water Meter If Required		X	
4 Water Line Disinfecting/Testing		X	
5 Pressure Regulator/Backflow Preventer If Required		X	
6 Manifold Water Lines Of Modular Building To Single Point		x	
7 Final Connection of Domestic Water At Building Line		x	
8 Tap Existing Sewer Lines or Existing Septic Tank At Site		X	
9 Run Underground Sewer From Source To Building Line		X	
10 Sewer Lift Station If Required		X	
11 Manifold Sewer Under Floor Of Modular Building To Single Point		x	



(4) 11' 9" X 60 UNITS TO EQUAL (1) 48X60 MODULAR BUILDING.

Project Description:

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 Project Location: Ridgeland, South Carolina  
 Date: 11/9/2021

Responsibility: X  
 Optional Item: O

	IMS	Client	NIC
<b>12 Final Connection of Sewer To Single Point at Building Line</b>		X	
<b>D: Gas/Air/Specialty Site Work</b>			
1 Tap Existing Gas Source At Site & Run Underground Gas From Source To Building Line			X
2 Manifold Gas Lines of Modular Building & Final Connection of Gas At Building Line			X
3 Install Air/Vac/Steam/Specialty Systems on Site Near Modular Building			X
4 Install Air/Vac/Steam/Specialty Systems Piping Within Modular Building Including Testing			X
5 Run & Connect Air/Vac/Steam/Specialty Systems to Modular Building			X
<b>E: Electrical Site Work</b>			
1 Tap Existing Power Source at Site		X	
2 Run Underground/Overhead Power From Source To Building		X	
3 New Power Transformer Including Pad If Required		X	
4 Emergency Power Generators w/ External Switch & Pad If Required		X	
5 Manifold Electrical Sub-Panels To Single Point		X	
6 Main Disconnect or Main Panel At Building Exterior (Sized Per Design Requirements)		X	
7 Meter If Required		X	
8 Ground Rod for Main Panel or Main Disconnect		X	
9 Final Connection of Power To Single Point at Building Line		X	
<b>F: Data/Communication Site Work</b>			
1 Connection of Building To Main Data/Communication Site Source (2200 lf)			X
2 Run Underground Data/Comm From Source To Building Line			X
3 Site Install of Data/Comm (Interior Wiring of Tele/Data Cable, See Section Q)			X
4 Test of Data/Comm System Including Test Report			X
5 Final Connection of Data/Comm System			X
6 Connection Of Building To Main Security/CCTV Site Source			X
7 Run Underground Security/CCTV From Source To Building Line			X
8 Site Installation of Security/CCTV (IMS Standard System, Wiring/Blocks)			X
9 Final Connection & Test of Security/CCTV System			X
<b>G: Fire Suppression Plumbing Site Work</b>			
1 Tap Existing Fire Water Source At Site			X
2 Run Underground Fire Water From Source To Building Line, Includes PIV & Tamper Conduit			X
3 Fire Water Tank/Pump			X
4 Field Installation/Completion of Fire Sprinkler System to Single Point Within Crawl Space			X
5 Final Connection of Fire Water Within Crawl Space of Building			X
6 Field Certification & Test Of Fire Sprinkler System			X
<b>H: Fire Alarm Site Work</b>			
1 Field Installation/Completion of Building Fire Alarm System			X
2 Run Underground To Fire Alarm Source			X
3 Fire Alarm Transmitter			X
4 Final Connection & Test of Fire Alarm System			X
5 Design & Installation of Mass Notification System			X
6 Design & Installation of Nurse Call/Duress/Public Address Systems			X
<b>I: Fire Protection Plant Prep</b>			
1 Fire Alarm Boxes - Empty J-Boxes w/ 3/4" Sch. 40 Elec. PVC Conduit Stubbed Above Ceiling			X
2 Fire Alarm Power - 20 Amp Dedicated MC Cable Whip Above Ceiling Above Panel Location			X
3 Installation Of Fire Sprinkler System - Piping Runs & Prep For Site Completion			X
4 Installation Of Riser w/Backflow Preventer			X
5 Semi-Recessed Fire Extinguisher Cabinets @ Each Entry			X
6 Fire Extinguisher - ABC 10#			X

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Initials: \_\_\_\_\_



(4) 11' 9" X 60 UNITS TO  
EQUAL (1) 48X60 MODULAR  
BUILDING.

Project Description:

Project Client: Claud Dean Airport  
Project Location: Ridgeland, South Carolina  
Date: 11/9/2021

Responsibility: X  
Optional Item: O

	IMS	Client	NIC
<b>J: Floor</b>			
1 Frame - Outrigger	X		
2 Running Gear - Remove and Return To IMS	X		
3 Bottom Board - Poly Simplex	X		
4 Wood Joists - 2" x 8" #1 SYP @ 16" OC or Per Design Requirements	X		
5 Insulation - R-30 Fiberglass	X		
6 Sub Floor - 3/4" T & G Advantech or Per Design Requirements	X		
7 Floor Covering - 12" x 12" x 1/8" Vinyl Composite Tile	X		
8 Floor Covering - Anti-Static 12" x 12" x 1/8" Vinyl Composite Tile @ Comm Room			X
9 Cove Base - 4" Vinyl Base	X		
10 STC Rating			X
<b>K: Roof</b>			
1 Frame - Laminated Plywood	X		
2 Wood Rafters - 2" x 10" #1 SYP @ 24" OC or Per Design Requirements	X		
3 Roofing - 45 Mil Black EPDM	X		
4 Ceiling - 2' x 2' Dropped Acoustical Ceiling Tile	X		
5 Hard Ceiling - 5/8" Vinyl Covered Gypsum @ Dorms, Moisture Resistant Drywall @ RR's		X	
6 Ceiling Height - 7'-10"	X		
7 Insulation - R-30 Fiberglass	X		
8 Sheathing - 7/16" OSB or Per Design Requirements	X		
9 Trim - Match Building Siding	X		
10 Roof Warranty - (1) One Year	X		
11 Interior Access Hatch w/ Ladder (See Site Work For Exterior Access to Roof)			X
12 STC Rating			X
<b>L: Exterior Walls</b>			
1 Wood Stud Framing - 2" x 6" # 2 SPF @ 16" OC or Per Design Requirements	X		
2 Insulation - R-19 Kraft Backed Fiberglass	X		
3 Interior Finish - See "Interior Walls" Section Below	X		
4 Sheathing - 7/16" OSB w/ House Wrap	X		
5 Exterior Finish - 29 GA Prefinished Metal "R" Panel "Light Stone"	X		
6 STC Rating - 49 Minimum As Shown On Drawings		X	
7 Fire Walls - Fire Rated Gypsum for 1 Hour Assembly			X
<b>M: Interior Walls</b>			
1 Wood Stud Framing - 2" x 4" # 2 DF @ 16" OC or Per Design Requirements	X		
2 Interior Wall Finish - 5/8" Vinyl Covered Gypsum	X		
3 Interior Wall Finish - White Fiberglass Reinforced Panels Over Gypsum @ RR's	X		
4 Interior Wall Height - 8'-0" Typical, Walls Extend to Bottom of Roof Framing @ As Required	X		
5 Insulation - As Required For Sound Ratings	X		
6 Corner Guards As Required	X		
7 STC Rating - 45 Minimum As Shown On Drawings		X	
8 Security Backing - 9 GA Expanded Metal			X
9 Fire Walls - Fire Rated Gypsum for 1 Hour Assembly			X
<b>N: Exterior Doors</b>			
1 Doors - 18 GA Insulated Metal, Paint To Match Exterior & Interior	X		
2 Doors - Aluminum Storefront			X
3 Frames - 16 GA Steel w/ 1 1/2 Pr Ball Bearing Hinges, Full Weather-stripping	X		
4 Glazing			X
5 Hardware - Grade 1 - Lever/Panic	X		



(4) 11' 9" X 60 UNITS TO  
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Project Description:

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Date: 11/9/2021

Responsibility: X  
Optional Item: O

	IMS	Client	NIC
6 Construction Cores - Provided For Any & All Keyed Lockset Function Hardware	X		
7 Permanent Lock Cores - 7-Pin/Best/Other If Req'd. Total Purchase & Labor of Cores & Keys	X		
8 Confirmation of Door Hardware Function & Core/Key Information Prior to Plan Approval	X	X	
9 Security Locks - Card Reader/Electric Strike			X
10 Closers - ADA Compliant	X		
11 STC Rating 35 Minimum		X	
<b>O: Interior Doors</b>			
1 Corridor Dorm Entry Doors - 18 GA Steel Insulated Metal w/ 180 degree One Way Viewer	X		
2 Bathroom & Closet Doors - Solid Core Prefinished Wood	X		
3 Frames - Knock Down	X		
4 Corridor Hardware - Grade 1	X		
5 Bathroom & Closet Hardware - Grade 1 Lever/Lever, Privacy @ RR's	X		
6 Construction Cores - Provided For Any & All Keyed Lockset Function Hardware	X		
7 Permanent Lock Cores - 7-Pin/Best/Other If Req'd. Total Purchase & Labor of Cores & Keys		X	
8 Confirmation of Door Hardware Function & Core/Key Information Prior to Plan Approval		X	
9 Security Locks - Cipher Locks @ Comm Room		X	
10 Closers - ADA Compliant @ Corridor Doors		X	
11 Floor Mounted Door Stops	X		
12 STC Rating - 35 Minimum	X	X	
<b>P: Glass</b>			
1 Windows - 24x54 Aluminum Low E	X		
2 Glazing - Dual/Clear/Low E	X		
3 Force Protection Framing & Laminated Glass			X
4 6" Window Stools		X	
5 Blinds - Horizontal Metal	X		
<b>Q: Electrical</b>			
1 Service - 120/240V Single phase	X		
2 Service - 120/240V Single Phase	X		
3 Panels/Loadcenters - Clip On Breakers, Sized Per Code, Aluminum Buss	X		
4 Labeling Of Panel Boxes	X		
5 Wiring- # 12 THHN AWG Minimum	X		
6 Conduit - MC Cable	X		
7 Interior Corridor & Office Lights - 2' x 4' Recessed Lay-in LED's	X		
8 Interior Bedroom Lights - Ceiling Fan w/ Dimmable LED Light			X
9 Interior Kitchenette Lights - 6" LED Recessed Can			X
10 Interior Restroom Lights - Vanity Wall Lights	X		
11 Exterior Lights - LED at Each Entry w/ Photocell	X		
12 Exterior Lights - Metal Halide at Building Perimeter			X
13 Exit/Emergency Lights w/ Battery Backup As Required By Code	X		
14 Recepts - Duplex, 20 Amp As Required	X		
15 Dedicated Recepts - 20 Amp As Required	X		
16 GFI Recepts - 20 Amp As Required	X		
17 Service Outlets - Exterior Mounted , 25' O.C. Max	X		
18 Switches - Vacancy Sensors @ Bedrooms & Kitchenette & RR's, Toggle @ Corridors	X		
19 Ceiling Circuits - 20 Amp			X
20 Floor Boxes - Duplex w/ Cover Plate			X
21 Data/Comm Boxes - Empty J-Boxes w/ 3/4" Sch. 40 Elec. PVC Conduit Stubbed Above Ceiling			X
22 Data/Comm Wiring - Cat5e Cables Above Ceiling w/ Hanger Supports To Comm Room			X



(4) 11' 9" X 60 UNITS TO  
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Project Description:

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Date: 11/9/2021

Responsibility: X  
Optional Item: O

	IMS	Client	NIC
23 Data/Comm Equipment - Patch Panels/110 Blocks			X
24 Data/Comm Electronics - Routers/Switches/Etc.			X
25 CATV Wiring - Coax. Cable/AV Feed Cabling If Required			X
<b>R: Plumbing</b>			
1 Water Line - PEX	X		
2 Shutoff Valves - Chrome	X		
3 Waste Line - PVC-DWV Sch 40 Drain, Waste & Vent w/ Multiple Drops	X		
4 Gas - Gastite or Equal			X
5 Water Heaters - Electric, Sized Per Design Requirements	X		
6 Lavatories - Wall Mounted, Integral	X		
7 Faucet - Center Set Paddle, ADA	X		
8 Toilets - White Vitreous Tank Type w/ Open Front Seat & Elongated Bowl	X		
9 Urinals - Wall Mount w/ Manual Flush Valve	X		
10 Mop Sinks - Fiberglass With Legs, Goose Neck Faucet			X
11 Exterior Faucet - Freeze Resistant, (1) per Building			X
12 Water Cooler - HI Lo ADA	X		
13 Sinks - Commercial Stainless Steel w/ Swing Spout Faucet	X		
14 Showers - 36" x 36" Fiberglass Units, ADA Compliant @ ADA Restrooms, Shower Curtain & Rod @ Soap Dish			X
15 Valve - Ice Maker @ Refrigerator			X
16 Specialty - Garbage Disposal, 1/2 HP w/ SS Impellers & Sound Insulation			X
17 Recessed Washer Boxes w/ Drain & Water Supply @ Laundry Units			X
<b>S: HVAC</b>			
1 PTAC Units - Wall Mount, Sized Per Design Requirements, 1PH Electric, Code Compliant			X
2 Exterior Mounted Filters	X		
3 Supply Duct - Free Blow	X		
4 Return Duct - Free Return	X		
5 Registers - Adjustable	X		
6 Grilles - White Steel	X		
7 Thermostat - One Per Unit, Manual	X		
8 Ceiling Mounted Exhaust Fans w/ LED Light @ Restrooms, Sized Per Code	X		
9 Additional Exhaust - Recirculating Range Hood, 5.0 Sones Max, Multiple Light Settings			X
10 Special Requirements - Force Protection Air Intake Height Kit If Required			X
11 Energy Management System & Connection			X
12 Special - Dehumidification @ Corridor			
13 Dedicated Mini-Split Units @ Comm Room			X
14 Startup & Test At Plant	X		
15 Test & Balance w/ Report			X
<b>T: Millwork</b>			
1 Cabinets - Maple Wood Toffee Base & Overhead w/ Countertop			X
2 Countertops - Solid Surface @ Kitchenette w/ 4" Backsplash			X
3 Closet Shelves - 12" Deep w/ Hanger Rod			X
4 Laundry Folding Table			X
<b>U: Accessories</b>			
1 Toilet Paper Dispenser-single roll	X		
2 Grab Bars - ADA Stainless Steel, Where ADA Is Required	X		
3 Soap Dispenser - Wall Mounted Liquid,	X		
4 Robe Hook @ Dorm Bathroom Doors, Stainless Steel			X





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BUILDING.

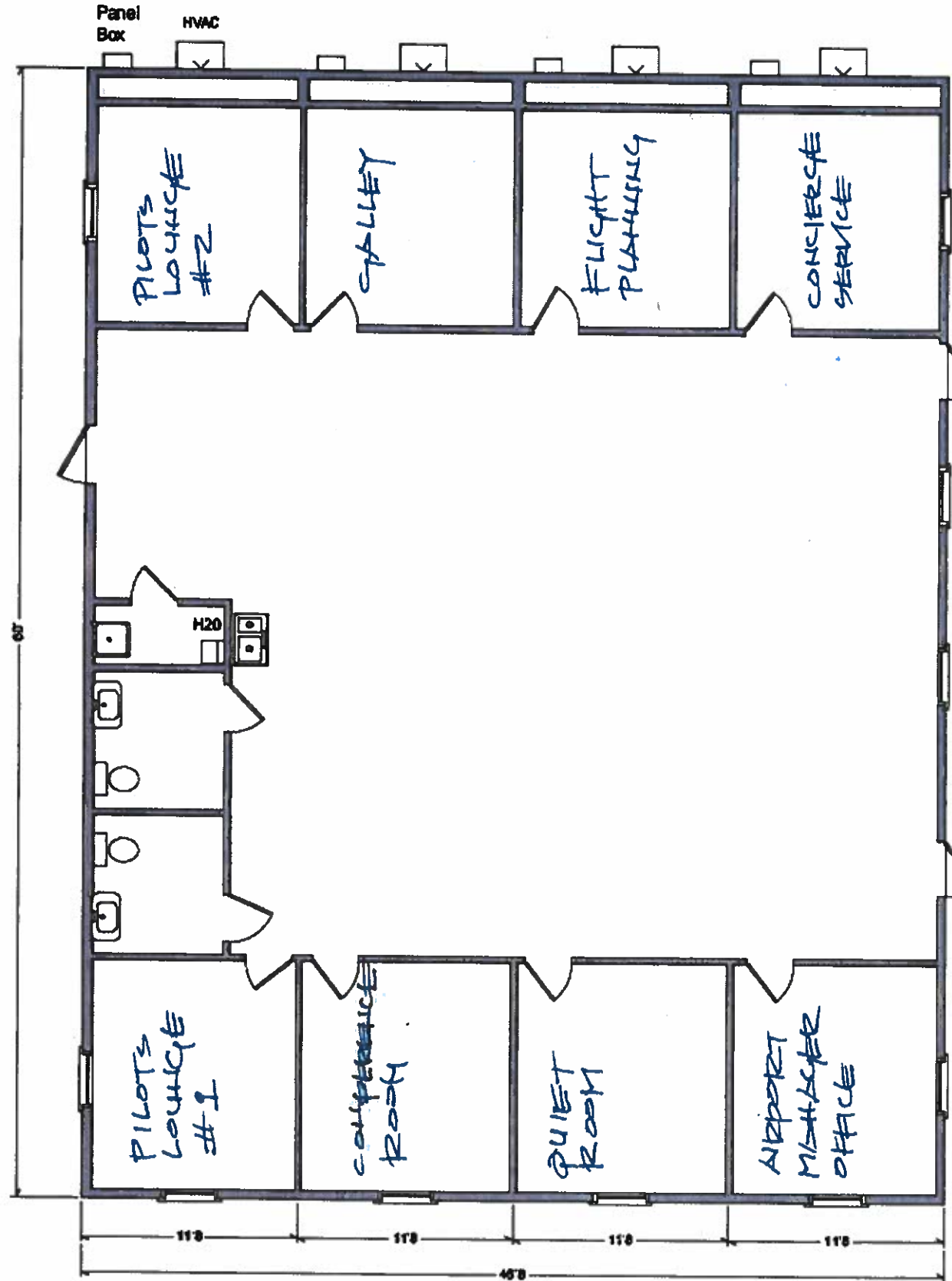
Project Description:

Project Client: Claud Dean Airport  
Project Location: Ridgeland, South Carolina  
Date: 11/9/2021

Responsibility: X  
Optional Item: O

	IMS	Client	NIC
5 Recessed Medicine Cabinet @ Dorm Bathrooms, Stainless Steel			x
6 Soap Dish @ Medicine Cabinet @ Dorm Bathrooms, Stainless Steel			x
7 Combination Tumbler Holder/Toothbrush Holder @ Dorm Bathrooms, Stainless Steel			x
8 24" Shower Bars, 2 Per Restroom w/ Shower @ Dorm Bathrooms, Stainless Steel			x
9 Mirrors - Wall Mounted Framed @ Each Restroom Lavatory, 16x24 Minimum, 6" Base @ Public Lavatories	X		
10 Paper Towel Dispenser w/ Waste Receptacle @ Public Bathrooms, Stainless Steel	X		
11 Automatic Paper Towel Dispenser @ Public Bathrooms			x
12 Electric Hand Dryer @ Public Bathrooms			x
13 Sanitary Napkin Disposal @ Public Bathrooms			x
14 Toilet Seat Cover Dispenser @ Public Bathrooms			x
15 Modesty Partitions - Prefinished Steel			X
16 Microwave, Countertop Set, .9 CF Capacity			x
17 Electric Range, 4 Burner, Free-Standing, 30" Wide			X
18 Refrigerator, 16-19 CF Capacity, Ice-Maker			x
19 Dishwasher			X
20 Washer/Dryers			x
21 Furniture As Shown On Drawings			x
22 Signage			x
23 Phone Board - 1/2" Plywood w/ Fire Retardant Paint			x
24 Marker Boards/Bulletin Boards			x

LAFAYETTE



RIDGELAND - CLAUDE DEAN  
 AIRPORT RIDGEFIELD, SOUTH CAROLINA  
 AIRSIDE



210 E. 5th Street  
Bonham, TX 75418  
903-449-4587  
www.integratedmodular.net

## Past Performance Sheet

DHS Corry Station, FL

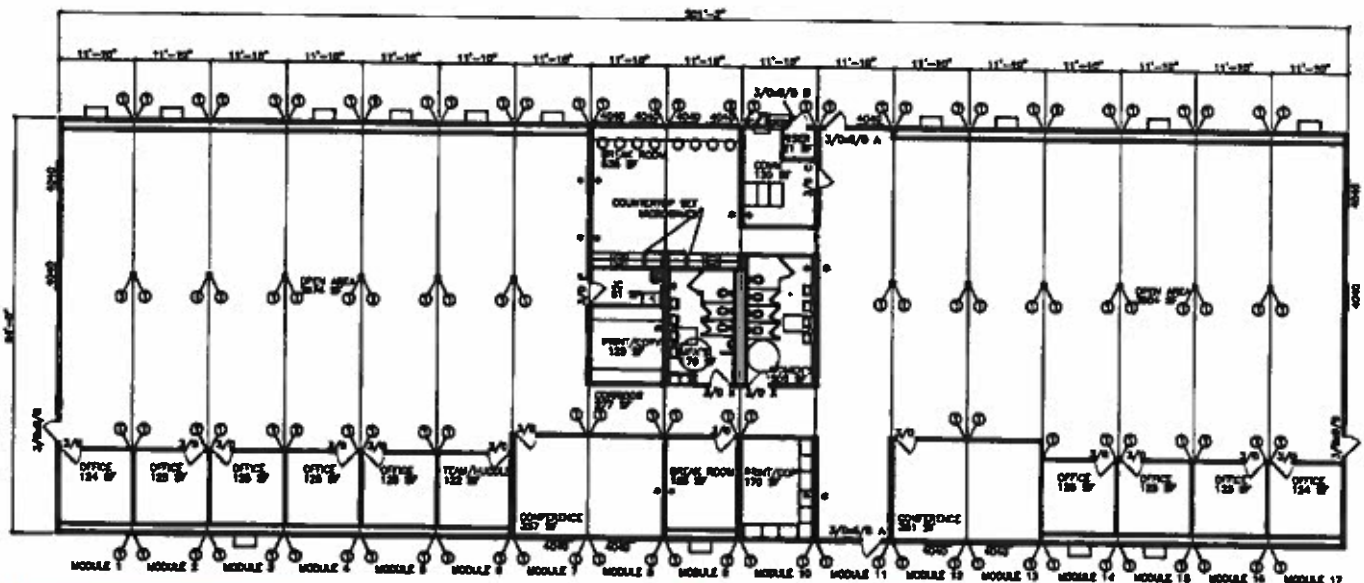
**Customer:**  
GSA (C/o DHS CISA)  
**Point of Contact:**  
Jason Boudreaux  
**Email Address:**  
jason.boudreaux@gsa.gov

**Contract Amount:**  
\$ 1,191,438.95  
**Contract Award Date:**  
September 28, 2018  
**Completion Date:**  
September 30, 2019

**Contract #:**  
47QFSA18C0018

### Description:

IMS has designed, constructed and installed 17 modular units for a total of 12,875 square feet. The scope of work included design, engineering, and manufacturing. Complete turnkey construction included delivery, set-up, steps/decks/ramps, canopies, fire alarm/MNS, CCTV/ACS, fire sprinkler, water, sewer and electrical manifolding, as well as interior/OSP communications and home run to existing communications room. This building serves as the new logistics space. This is a 60-Month Lease.





210 E. 5<sup>th</sup> Street  
Bonham, TX 75418  
903-449-4587  
[www.integratedmodular.net](http://www.integratedmodular.net)

## Past Performance Sheet Tyndall 325 CONS-Panama City, FL

<b>Customer:</b> 325 <sup>th</sup> Contracting Squadron	<b>Contract Amount:</b> \$1,587,467.20	<b>Contract #</b> FA4819-20-C-0050
<b>Point of Contact:</b> David Hackney	<b>Contract Award Date:</b> September 18, 2020	
<b>Email Address:</b> <a href="mailto:david.hackney.1@us.af.mil">david.hackney.1@us.af.mil</a>	<b>Completion Date:</b> April 12, 2021	

### Description:

Designed and built 17 modular units for a total of 12,240 square feet. Scope of work included delivery, set-up, steps/decks/ramps, gutters & downspouts, furniture, fire alarm, fire sprinkler, fiber, utilities, floor coverings, water/sewer/electrical manifolding and final clean.

