



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, July 17, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. July 3rd, 2023 Council minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **2023-16** An Ordinance to Amend the Chester County Gateway District Master Plan Steering Committee Enabling Act.
 - b. **2023-17** An Ordinance to Amend the Chester County Procurement Policy.
 - c. **2023-18** An Ordinance to Amend Chester County Code Section 46-93 Littering.
- 6. Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2023-13** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between The County And [Project 2247] In Connection With The Establishment Of Certain Facilities Located In The County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To [Project 2247] And The Property; And (3) Other Related Matters.
 - b. **3rd Reading of 2023-16** An Ordinance to Amend the Chester County Gateway District Master Plan Steering Committee Enabling Act.
- 7. Administrator's Report**
- 8. New Business**
 - a. Greetings from the City of Chester -Mayor Carlos Williams and City Administrator Malik Whitaker>
 - b. Downtown beautification project- Councilman Guy.

- c. Council to approve the Sheriff's Office to enter into a multi-year contract with SOMA Global, Inc for a new Records Management System (RMS). Sheriff Dorsey.
- d. Discussion regarding front loaded garages. - Councilman Agee.

9. Executive Session

- a. To discuss a personnel matter in Human Resources.
- b. To discuss a personnel matter in Rural Fire.
- c. To discuss a personnel matter in Parks & Recreation.
- d. To discuss a personnel matter regarding the position for Project Manager.

10. Council Actions Following Executive Session

- a. Action taken regarding Human Resource personnel matter.
- b. Action taken regarding Rural Fire personnel matter.
- c. Action taken regarding Parks & Recreation personnel matter.
- d. Action taken regarding the Project Manager position.

11. Council Comments

12. Adjourn

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

- Approach the podium, state your name and address.
- Speak loudly and clearly making sure that the microphone is not obstructed.
- Do not address the audience – direct all comments to Council.
- Do not approach the Council table unless directed.

Anyone addressing Council will be called out of order if you:

- Use profanity.
- Stray from the subject. Make comments personally attacking an individual member of Council.



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, July 3rd, 2023 at 6:00 PM

Minutes

Present: Chairman Joe Branham, Vice Chairman Pete Wilson, Councilman Mike Vaughn, Councilwoman Erin Mosley, Councilman John Agee, Councilman Corey Guy, Councilman William Killian, County Administrator Brian Hester, County Attorney Joanie Winters and Clerk to Council Karen Lee.

1. **Call to Order**-Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation**-Pledge was recited in unison; Councilman Guy gave the invocation.
Councilman Vaughn motioned to have 5.a. declared as the public hearing only and not the third reading, second by Councilwoman Mosley. Vote was unanimous.
3. **Approval of Minutes**
 - a. June 26th, 2023 minutes.
Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. Vote 6-0 to approve.
 - b. June 20th, 2023 minutes.
Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. Vote 6-0 to approve.
4. **Citizen Comments**

Karen Hutto, 1323 Darby Rd, Chester addressed Council stating she was on the Chester Downtown Development Association. They were starting a beautification project in Chester, they plan to start on top of the hill and other parts of the City.
5. **Public Hearing**-Chairman Branham opened the public hearing. No one signed up to speak.
 - a. **3rd Reading of 2023-13** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between The County And [Project 2247] In Connection With The Establishment Of Certain Facilities Located In The County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To [Project 2247] And The Property; And (3) Other Related Matters.
 - b. **3rd Reading Of 2023-15** Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.
Public Hearing was closed.

6. Ordinances/Resolutions/Proclamations

a. **3rd Reading Of 2023-15 Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.** Councilwoman motioned to approve, second Vice Chairman Wilson. Unanimous vote.

b. **2nd Reading of 2023-16 An Ordinance to Amend the Chester County Gateway District Master Plan Steering Committee Enabling Act.** Councilman Agee motioned to approve, second by Councilwoman Mosley. Unanimous vote.

c. **2nd Reading of 2023-17 An Ordinance to Amend the Chester County Procurement Policy.** Councilman Agee motioned to approve, second by Councilwoman Mosley. Council decided a workshop would provide more information and asked if it could be held after five pm before the next regular council meeting. Administrator Hester asked Council to send him any questions they may have regarding the ordinance before the workshop. Unanimous vote.

7. Administrator's Report

Administrator Hester gave Council updates on the Rural Transportation Program/Guide Share projects, Rodman Sports Complex and Small Projects.

8. Old Business

a. **3rd Reading of CCMA23-06 E & J Gallo Winery requests 0.24 acres of a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).** *Planning Commission voted 6-0 to approve.* Councilman Vaughn motioned to approve, second by Councilman Agee. Unanimous vote.

b. **3rd Reading of CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2).** *Planning Commission voted 6-0 to approve.* Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. Unanimous vote.

9. New Business

a. **Council to approve bid RFP 2223-14 David Lex Minors Park Field Lighting to West Electrical Contractors out of Newberry, SC in the amount \$ 279,520.00 dollars. Susan Cok.** Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous Vote.

b. **Council to approve a two-year contract to Prepared 911 in the amount of \$30,400 dollars for 911. Sheriff Max Dorsey.** Sheriff Dorsey stated he would fund this year in the amount of \$ 15,200 and asked Council if they would agree to fund the next two years. Councilman Vaughn motioned to allow 911 to enter into a multi -year contract with SHI and end in the fiscal year of 2026, second by Councilman Agee. Unanimous vote.

c. **Council to approve award from a FEMA grant for a new ambulance to Richburg Fire Department in the amount of \$224,112.91 with a 5% match of \$11,205.64. Mike Ehrmanntraut.** Assistant Chief Mr. Ehrmanntraut stated the grant was \$197,901.00 with a 5% match of 9895.10 dollars. They plan to sell their old ambulance to make up for the difference. Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.

d. **Approval of the Performance bond for Walkers Mill. Attorney Winters.**

Attorney Winters stated the bond is an insurance policy so if the developer for some reason fails to complete the project the County can cash in the amount of \$6,164,400.13 to complete the project. Currently they are in phase three. Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

10. Boards and Commissions

a. Appointment to the Gateway Steering Committee. - County Council.

Councilwoman Mosley motioned to appoint T. Melton, second by Councilman Guy. Unanimous vote.

b. Appointment to the Gateway Steering Committee. - County Council.

Councilman Agee motioned to appoint Odell Steele, second by Councilwoman Mosley. Unanimous vote.

c. Resignation from Parks and Recreation Advisory Committee. Vice Chairman Wilson

Vice Chairman Wilson motioned to accept Ralph “Tripp” Lunsford III resignation effective July 30th, second by Councilman Vaughn. Unanimous vote.

11. Executive Session-Councilman Vaughn motioned to go executive session, second by Councilwoman Mosley. Unanimous vote.

a. Economic Development Matter- Project 2341.

b. Discuss a personnel matter regarding Administration.

12. Council Actions Following Executive Session-Vice Chairman Wilson motioned to go back to regular session, second by Councilwoman Mosley. Unanimous vote.

a. Action taken regarding Economic Development Matter- Project 2341.

Councilman Vaughn motioned to authorize Economic Development to negotiate with Project 2341, second by Councilman Agee. Unanimous vote.

b. Action taken regarding personnel Administration matter. Taken as information.

13. Council Comments

Councilwoman Mosley thanked everyone for the prayers for her father-in-law. He was doing much better.

14. Adjourn-Vice Chairman Wilson motioned to adjourn, second by Councilwoman Mosley. Unanimous vote.

Karen Lee, Clerk to County Council

Time: 8:40 pm.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-13

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG THE COUNTY AND 140 GADSDEN STREET, LLC, AND 113 MAIN STREET, LLC, IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN THE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO 140 GADSDEN STREET, LLC, AND 113 MAIN STREET, LLC, AND THE PROPERTY; AND (3) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (“Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits (“Special Source Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or 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, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) to facilitate the grant of Special Source Credits to such investors;

WHEREAS, 140 Gadsden Street, LLC, and 113 Main Street, LLC, collectively, previously identified as Project 2247 (collectively, “Company”), are considering the establishment of certain commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Ordinance (“Project Site”);

WHEREAS, the County may add additional property, which may be non-contiguous, to the Project Site by subsequent Resolution;

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$3,500,000 and create various employment opportunities;

WHEREAS, in accordance with and to the extent provided by Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a “Fee Payment”);

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park (“Chester-York Park”) by entering into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012, a copy of which is attached to, and incorporated in, this Ordinance as Exhibit B (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, “Chester-York Park Agreement”);

WHEREAS, the County has determined to provide, subject to the consent of the City of Chester, South Carolina (“City”), as provided in South Carolina Code Annotated section 4-1-170(C), for inclusion of the Project in the boundaries of the Chester-York Park, if such property is not already so included, and the

County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location of the Project in the County, and in accordance with the Park Act, as set forth herein, has determined that the County shall provide Special Source Credits against each Fee Payment due with respect to the Project, all as set forth in greater detail herein and in a Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Special Source Revenue Credit Agreement”), the substantially final form of which is presented to this meeting, and attached to, and incorporated in, this Ordinance as Exhibit C, and which is to be dated as of July 24, 2023, or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangements;

WHEREAS, it appears that the Special Source Revenue Credit Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

WHEREAS, it appears that the City’s consent now before this meeting, a copy of the form of which is attached to, and incorporated in, this Ordinance as Exhibit D, is in appropriate form and, once adopted, is an appropriate instrument to be acknowledged and accepted by the County for the purposes intended; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Special Source Revenue Credit Agreement.

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

Section 1. The County intends to use its commercially reasonable efforts to include to Property, as described on Exhibit A to this Ordinance, in the boundaries of the Chester-York Park, if not already so included, and thereafter maintain within the boundaries of the Chester-York Park or a successor or replacement Park, the Project for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in the Special Source Revenue Credit Agreement, but in no event to include in the Chester-York Park any property that does not qualify for inclusion under the Constitution or laws of this State.

Section 2. The form, provisions, terms, and conditions of the Special Source Revenue Credit Agreement, attached as Exhibit C to this Ordinance, and presented to this meeting and filed with the Clerk of Count Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such Special Source Revenue Credit Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the County and as shall be approved by the County’s economic development counsel and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Special Source Revenue Credit Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the Special Source Revenue Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Revenue Credit

Agreement.

Section 4. All ordinances, resolutions, orders, 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 enactment after the public hearing and third reading.

[SIGNATURE PAGE AND FOUR EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

First Reading: May 15, 2023
Second Reading: June 5, 2023
Public Hearing: July 3, 2023
Third Reading: July 17, 2023

EXHIBIT A
PROPERTY DESCRIPTION

140 Gadsden Street, Chester, South Carolina (Schlosburc's Building)
113 Main Street, Chester, South Carolina (Kimbrell's Building)

EXHIBIT B
MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK
(DECEMBER 31, 2012)
[SEE ATTACHED]

**MASTER AGREEMENT
GOVERNING THE
YORK-CHESTER INDUSTRIAL PARK**

BETWEEN

CHESTER COUNTY, SOUTH CAROLINA

AND

YORK COUNTY, SOUTH CAROLINA

DECEMBER 31, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

THIS MASTER AGREEMENT (“Agreement”), effective December 31, 2012 (“Effective Date”), between Chester County, South Carolina (“Chester”), a political subdivision of the State of South Carolina (“State”), and York County, South Carolina (“York”), a political subdivision of the State (York with Chester, collectively, “Counties,” each, a “County”), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, “MCIP Law”).

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, “MCIP”) and executed and delivered one or more agreements governing each MCIP (each, “Phase Agreement”);

WHEREAS, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

WHEREAS, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the “York-Chester Industrial Park” (“Park”) and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

WHEREAS, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) (“*Horry County Case*”), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(a) The Park consists of all real and personal property (“Property”) described on Exhibit A-1 and A-2. A County may increase the Park’s boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park’s boundaries. This Agreement is amended, without further action by either County’s governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County’s Exhibit.

(b) The Counties may decrease the Park’s boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40th calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. *Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

Section 3.02. *FILOT Revenue Sharing.*

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

Section 3.03. *FILOT Revenue Distribution in Each County.*

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

(A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:

(I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;

(II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;

(III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and

(IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.

(C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. *Jobs Tax Credit Enhancement.* The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. *Records.* Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after executed by the Counties.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Pauline Roadley
County Council Chair/Supervisor

(SEAL)
ATTEST:

Cawley S. Clayton
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
County Council Chair/Supervisor

(SEAL)
ATTEST:

Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: 
Chairman of County Council

(SEAL)
ATTEST:

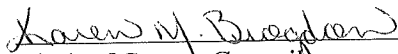

Clerk of County Council

EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

- 204-01-02-021
- 204-01-02-055
- 097-00-00-065
- 097-00-00-080
- 098-00-00-172
- 098-00-00-129
- 098-00-00-104
- 098-00-00-173
- 098-00-00-002
- 201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

EXHIBIT A-2
YORK COUNTY PROPERTY DESCRIPTION

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON CO.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	

	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	

EXHIBIT C
SUBSTANTIALLY FINAL FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and among

CHESTER COUNTY, SOUTH CAROLINA,

and

CITY OF CHESTER, SOUTH CAROLINA

and

140 GADSDEN STREET, LLC

and

113 MAIN STREET, LLC

Effective as of: July 24, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, effective as of July 24, 2023 (“Agreement”), is by and among CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), the CITY OF CHESTER, SOUTH CAROLINA, a body politic and municipal corporation of the State of South Carolina (“City,” together with the County, the “Local Governments”) and 140 Gadsden Street, LLC, and 113 Main Street, LLC (collectively, “Company,” together with the Local Governments, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments (“Infrastructure Credit”) to assist a company located in a multi-county industrial park in paying the actual cost of (i) designing, acquiring, constructing, improving, or expanding infrastructure serving the County or the property of a company located in the multi-county industrial parks or (ii) improved or unimproved real estate and personal property used in the operation of a commercial or manufacturing enterprise located in the multi county industrial park to enhance the economic development of the County (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and York County, South Carolina, jointly developed a Park by entering into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012;

WHEREAS, 140 Gadsden Street, LLC, and 113 Main Street, LLC, collectively, previously identified as Project 2247 (collectively, “Company”), are considering the establishment of certain commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Agreement (“Property”);

WHEREAS, the County, without further action by the City, may add additional property, which may be non-contiguous, to the Property by subsequent Resolution;

WHEREAS, by an ordinance enacted on July 17, 2023 (“Credit Ordinance”), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

WHEREAS, the City adopted a resolution on July 24, 2023 (“Consent Resolution”), consenting to the provision of Infrastructure Credits to the Company by the County and duly authorized the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter

contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (“State”);
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Credit Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park by adoption of the MCIP Ordinance; and
- (f) Based on representations made by the Company to the Local Governments, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and a municipal corporation of the State;
- (b) The City is authorized to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement by adoption of the Consent Resolution in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The City has approved the inclusion of the Property in the Park by adoption of the Consent Resolution; and
- (f) Based on representations made by the Company to the Local Governments, the City has determined the Project and the Infrastructure will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 1.3. *Representations by the Company.* The Company represents to the Local Governments as follows:

- (a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this

Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company anticipates investing, in aggregate, no less than \$3,500,000 ("Investment Commitment"). Prior to or within a reasonable time after commencing construction on a Development Unit (as each Development Unit is identified in Exhibit A, which is attached to, and incorporated by reference in, this Agreement), the Company shall give written notice to the Local Governments of the date of such commencement (each, "Commencement Date"). Subsequently, the Company shall certify to the Local Governments achievement of the Investment Commitment for that Development Unit by no later than the 2nd anniversary of the applicable Commencement Date (each, "Certification Date") by providing documentation to the Local Governments sufficient to reflect achievement of the applicable portion of the Investment Commitment. If the Company fails to achieve and certify the applicable portion of the Investment Commitment by the applicable Certification Date, then the County or City may individually terminate its respective part of the Agreement with regard to that Development Unit and, on termination, the Company is no longer entitled to any further benefits under the terminated portion of this Agreement for the applicable Development Unit.

In no event (a) shall the Company be entitled to certify the completion of any Development Unit on or after December 31, 2029 ("Certification Date"), (b) shall the Company invest less than \$1,750,000, by December 31, 2026, or (c) shall the Company invest less than \$3,500,000, by December 31, 2029.

Section 2.2. *Property Value.* The Local Governments hereby agree that the current fair market value of each Development Unit is set forth on the County's consolidated tax invoice for tax year 2022.

Section 2.3. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County and the City shall each provide an Infrastructure Credit against the Company's Fee Payments due to the County and City with respect to the Project. The term, amount, and calculation of the Infrastructure Credit is described in Exhibit B.

(b) The Company shall receive the Infrastructure Credit for each Development Unit for a 10-year period, beginning with the first Fee Payment due following substantial completion of construction (typically, evinced by the receipt of a "certificate of occupancy") at the applicable Development Unit (each, "Credit Term"). The applicable Credit Term shall be measured individually for each Development Unit. During the construction period for each Development Unit, it is the party's intent that neither Local Government shall reassess the applicable Development Unit so as to increase either the fair market value or assessed value.

(c) The County shall prepare and issue the Company's annual bill with respect to the Project. Following receipt of the bill, the Company shall complete and return the Credit Worksheet, attached hereto as Exhibit C, showing the Infrastructure Credit to which the Company is entitled, and remit the Fee Payment net of the Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment") to the County.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE LOCAL GOVERNMENTS. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE LOCAL GOVERNMENTS PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE LOCAL GOVERNMENTS OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. Filings. To assist the Local Governments in administering the Infrastructure Credits, the Company shall, for the Credit Term, provide the Local Governments with whatever documentation each Local Government may reasonably request to establish the Company's investment.

Section 2.5. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment to the City or County, which failure has not been cured within 30 days following receipt of written notice from the City or County specifying the delinquency in payment and requesting that it be remedied;

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

(c) Failure by the Company to perform under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the Local Governments to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the Local Governments which is materially incorrect when deemed made; or

(e) Failure by the City or County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the City or County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the City or County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the City or the County may take any one or more of the following remedial actions:

(i) terminate its respective portion of the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the City or County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or Local Governments to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company, City, or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) Prior to commencing construction on each Development Unit, the Company shall submit design plans and specifications for review and approval by the County's Planning Director. The Local Governments may inspect the Property at any time, from time to time, to ensure compliance with this Agreement.

(b) The Local Governments and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project solely for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the Local Governments to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the City or County).

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the Local Governments, which may be given by resolution,

and which consent will not be unreasonably withheld, conditioned, or delayed.

Section 4.3. Provisions of Agreement for Sole Benefit of County, City and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County, City and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, City, and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) Except as specifically provided in this Agreement, the Local Governments are not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the Local Governments from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the Local Governments contained in this Agreement are binding on the Local Governments and the elected officials, officers, agents, servants and employees of the Local Governments only in that person's official capacity and not in that person's individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council, City Council, or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the Local Governments, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the Local Governments' obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Local Governments are entitled to use counsel of its choice and the Company shall reimburse the Local Governments for all of its reasonable costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Local Governments shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Local Governments within 30 days of receipt of the statement. The Company may request reasonable documentation evincing the costs shown on the statement. However, the Local Governments are not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Local Governments for costs arising from any claim or liability

(i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Local Governments' obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Local Governments having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

with a copy to
(does not constitute notice):

if to the City:

with a copy to
(does not constitute notice):

if to the Company:

with a copy to
(does not constitute notice):

The County, the City and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 4.8. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.9 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the Local Governments agree to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.10 Payment of Administrative Expenses. The Company will, from time to time, pay the County for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the

Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice, and in the manner of the County’s choosing, including by fixed fee, or other fee arrangement. The County does not anticipate the Company’s payment of these expenses should exceed \$7,500 over the term of this Agreement. For purposes of this Section 4.10, “Administrative Expenses” means the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County in connection with negotiating and drafting this Agreement and any ordinances, resolutions, or other documents related thereto.

Section 4.11. *Agreement’s Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement, but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the appropriate authorized representative and its seal, if any, to be affixed and attested, effective the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Chair

(SEAL)
ATTEST:

Clerk to Council, Chester County Council

CITY OF CHESTER, SOUTH CAROLINA

City Administrator

(SEAL)
ATTEST:

Municipal Clerk

140 GADSDEN STREET, LLC

By: _____

Name: _____

Its: _____

113 MAIN STREET, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
DEVELOPMENT UNIT DESCRIPTION

140 Gadsden Street, Chester, South Carolina (Schlosburc's Building)

113 Main Street, Chester, South Carolina (Kimbrell's Building)

EXHIBIT C
FORM OF ANNUAL CREDIT CERTIFICATION

Reference is made to that certain Special Source Revenue Credit Agreement effective as of July 24, 2023 (“Credit Agreement”), by and among Chester County, South Carolina (“County”), 140 Gadsden Street, LLC, and 113 Main Street, LLC (collectively, “Company”). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.3 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company attributable to certain Development Units as part of the Project. In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the best of his/her knowledge to Items 1 through 6 as follows:

1. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount calculated by subtracting the Preliminary Property Value of each Development Unit from the fair market value of each Development Unit for the applicable tax year, multiplied by the then applicable assessment ratio and the then applicable millage rate for the applicable tax year, shown as follows:

$$\begin{array}{r}
 \text{(fair market value – Preliminary Fair Market Property Value)} \\
 \times \quad \text{applicable assessment ratio} \\
 \hline
 \times \quad \text{applicable millage rate} \\
 \hline
 \text{Infrastructure Credit}
 \end{array}$$

2. The Company has received assessment notices (copies attached) dated on or about, stating the fair market value of each Development Unit as:

Development Unit	Fair Market Value According to County for Tax Year 20__

3. Based solely on information provided to the Company by the County, the applicable millage rate at the Project for tax year 20__ is _____ mills.

4. Based solely on information provided to the Company by the County, the applicable assessment ratio for the Project for tax year 20__ is _____%.

5. Pursuant to Section 2.3 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in the amounts set forth in the table below:

Development Unit	First Year of Credit Term	Fair Market Value for 20__	Preliminary FM Property Value	Assessment Ratio for 20__	Millage Rate for 20__	Infrastructure Credit Amount
Total:	--			--	--	

6. Along with this Certification, the Company has remitted a Fee Payment equal to the [total amount of taxes set forth on the tax assessment] less [the aggregate amount of Infrastructure Credits].

7. Attached to this Certification are the following documents, which establish the aggregate amount of the Company's investment in each Development Unit:

- a.
- b. ; and
- c.

IN WITNESS WHEREOF, 140 Gadsden Street, LLC, and 113 Main Street, LLC, have each caused this Credit Certification to be completed and executed by its respective authorized officers on this ____ day of _____, _____.

140 GADSDEN STREET, LLC

By: _____

Name: _____

Its: _____

113 MAIN STREET, LLC

By: _____

Name: _____

Its: _____

EXHIBIT D
FORM OF CITY OF CHESTER CONSENT RESOLUTION
[SEE ATTACHED]

RESOLUTION NUMBER 2023-[]

**A RESOLUTION CONSENTING TO THE INCLUSION OF
CERTAIN PROPERTY LOCATED IN THE CITY IN A MULTI-
COUNTY PARK; AND OTHER RELATED MATTERS**

WHEREAS, the City of Chester, South Carolina (“City”), is a perpetual body, politic and corporate located in Chester County, South Carolina, and in Laurens County, South Carolina (“County”);

WHEREAS, through its City Council (“Council”), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina (“State”);

WHEREAS, 140 Gadsden Street, LLC, and 113 Main Street, LLC, collectively, previously identified as Project 2247 (collectively, “Company”), are considering the establishment of certain commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Resolution (“Project Site”);

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$3,500,000 and create various employment opportunities;

WHEREAS, to induce the Company to locate the Project in the County, the County has negotiated certain property tax incentives with the Company for the benefit of the Project, including (i) locating the Project in a multi-county park as more particularly described below (“Park”), developed pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”) and (ii) granting special source/infrastructure credits against the fee payments-in-lieu of *ad valorem* taxes generated by the Project (each, a “Fee Payment”), all of which are contained in an Special Source Revenue Credit Agreement, which is anticipated to be dated on or about July 24, 2023, between the Company and the County, the substantially final form of which is attached as Exhibit B, which is attached to, and incorporated in, this Resolution (“Incentive Agreement”);

WHEREAS, the County has previously entered into the “Master Agreement Governing the York-Chester Industrial Park,” dated as of December 31, 2012, with York County, South Carolina, as the same may be have been, and may be, further amended or supplemented from time to time to establish the Park; and

WHEREAS, pursuant to the Act and specifically South Carolina Code Annotated section 4-1-170(C), because the Project is located in the City’s geographical borders, the County has requested the City consent to the inclusion of the Project in the Park and the City’s execution and delivery of a consent to the Incentive Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council, the governing body of the City as follows:

Section 1. Consent to Inclusion in Park. The City consents to the inclusion of the Project in the Park.

Section 2. Further Acts. The Mayor and the Municipal Clerk are authorized to execute and attest any documents and take any further actions as may be reasonably necessary to further the intent of this Resolution.

Section 3. General Repealer. Any prior resolution or order of the Council in conflict with this Resolution is, only to the extent of that conflict, repealed.

Adopted: July 24, 2023.

CITY OF CHESTER, SOUTH CAROLINA

Mayor

[CITY SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

Latonya Dilligard Edwards
Dilligard Edwards, LLC
Chester City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

140 Gadsden Street, Chester, South Carolina (Schlosbure's Building)
113 Main Street, Chester, South Carolina (Kimbrell's Building)

EXHIBIT B
SUBSTANTIALLY FINAL FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]



ENABLING ACT FOR THE CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE

WHEREAS Section 4-9-30-(6) of the Code of Laws of South Carolina empowers the County Council “to establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions...” and

WHEREAS, the Gateway District Master Plan was developed for the most efficient and effective planning of the area of Chester County referred to as “the Gateway” in the Richburg portion of the County; and

WHEREAS, a Steering Committee was formed representing twenty-two public agencies and private organizations, and with the engagement of Chester County residents, property owners, and stakeholders to assist throughout the process: and

WHEREAS, Chester County has the need to maintain a committee that will, under the direction of Chester County Council, advise on the implementation of the Gateway District Master Plan as approved by the Chester County Planning Commission and adopted by Chester County Council; and

WHEREAS, this Committee as originally formed and thereafter, shall be governed by the Enabling Act as attached herein as Exhibit “B” for the committee that shall be known as the Chester County Gateway District Master Plan Steering Committee, and shall be incorporated into Ordinance No. 2017-15 by reference herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED DOES HEREBY ADOPT THE AFOREMENTIONED CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTED ENABLING ACT.

EXHIBIT B

**CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE
ENABLING ACT**

I. MEMBERSHIP/TERM OF MEMBERS

(a) The Committee created by this Council shall be comprised of no less than seven (7) and no more than thirteen (13) individuals and businesses. Any non-resident must have a vested interest in the Gateway District, such as property ownership or a business, etc and be approved by council. Non-residents may not exceed four (4) members at any time on committee.

~~(b) Those originally appointed to the Committee shall continue to serve until such time as they voluntarily resign.~~

(c) Vacancies shall be filled in the same manner as the original appointments. Committee members shall hold office for their respective terms.

(d) Each member shall serve for a term of two (2) years and may not serve more than ~~three~~ terms before rotating off for one year. Council will reserve the right to allow members to exceed term limits if that decision is deemed in the best interest of the county. Members seeking to maintain their committee seat beyond the expiration of their respective term may be reappointed with County Council approval by recommendation from the County Administrator or designee.

(e) Members who wish to remain on the Committee following the expiration of their term and non-reappointment may do so in an Emeritus status. While in Emeritus status, the member may not vote on issues but may engage in discussion with the Committee during its meetings.

(f) Appointments will terminate on December 31st of the final year of the term of service. New appointments will be made on January 1st or as soon thereafter as possible, of the year following the expiration of the prior appointees' terms of service, by recommendation from one or more of the following; existing members of the Committee, the County Administrator, their designee, or Chester County Council members. Those recommended must be ratified by the approval of Chester County Council. Existing appointees may also be re-appointed after January 1st following the expiration of their appointment terms subject to the other provisions in this Enabling Act.

(g) A member who has three (3) consecutive unexcused absences from meetings shall automatically vacate his position and a replacement shall be named for the unexpired term by the County Administrator or their designee.

(h) Members may be removed at the recommendation of the County Administrator, with County Council approval, for unruly, egregious, unethical or illegal conduct while a member, which creates a nonproductive, hostile or disruptive environment as determined by the County Administrator. Members may also be removed when they are aware of an existing conflict of interest that they do not disclose to the Committee.

(i) For the Committee to conduct official business and vote, a quorum must be present. A quorum is defined as fifty percent plus one of the active members in good standing.

II. DUTIES AND RESPONSIBILITIES

(a) To advise the County Administrator or assigned through discussion with County Administrator on any matter affecting the implementation of the Gateway District Master Plan, and any amendments or changes that the Committee may recommend to County Administrator for adoption. Such advice shall be made in the form of a written report to County Council, summarizing the activities, findings and functions on the Committee, together with the agenda for the next meeting, all of which shall be in the hands of the Clerk to Council no later than noon on the Wednesday preceding a County Council meeting.

(b) Provide a venue for citizens' concerns or problems in connection with the further development and/or implementation of the Gateway District Master Plan.

(c) Recommend to County Administrator a structured outline for implementation of the Gateway District Master Plan.

(d) Conduct its affairs in accordance with the policies and ordinances of the County Council;

(e) To follow this Enabling Act for the orderly conduct of its affairs, consistent with the Chester County Code and Parliamentary Procedure;

(f) Establish and recommend to County Administrator for review, at least annually, priorities for the implementation of the Gateway District Master Plan.

(g) Submit to the County Administrator any other recommendations it deems appropriate for the short- and long-range development and implementation of the Gateway District Master Plan.

(h) This Committee shall serve solely in an advisory function and shall maintain no control over the actual direction and implementation of the Gateway District Master Plan. Said control shall be reserved by the Chester County Council as provided under S.C. Code §4-9-30(9).

(i) In no event shall this Committee enter in to any contracts, contractual obligations, employment of personnel and purchase of equipment or expenditure of funds not itemized and authorized in the County budget ~~under which it shall operate~~, without prior written consent, affirmation and authorization of the County Council;

(j) The power and authority to enter into any contract binding the County is vested with and shall remain in the chief administrative officer of the County and the County Council and is not herein delegated to this Committee.

III. COMPENSATION

Members of the Chester County Gateway District Master Plan Steering Committee shall receive no compensation for their service on the Committee. Service is strictly voluntary.

IV. OFFICERS; MEETINGS; RECORDS

(a) At the organizational meeting, there shall be elected a chairman, a vice chairman and a secretary, and these officers shall serve for a one (1) year period or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

(b) The Committee shall meet once a quarter or as needed, on a day and time designated by the Committee, at the Gateway Conference Center, 3200 Commerce Drive, Richburg, South Carolina. The secretary shall take minutes of the meetings and shall keep a record of the business transacted.

(c) Chester County Council shall receive copies of the minutes for information at the next regularly scheduled County Council meeting to follow the meeting of the Committee.

V. FREEDOM OF INFORMATION/ETHICS

(a) The Committee shall comply with the provisions of the South Carolina Freedom of Information Act and the requirements set forth in County ordinances for the procedural requirements for the conduct of public meetings. Public announcements, including a notice of meeting, shall be made in a newspaper of general circulation at least twenty-four (24) hours prior to a meeting.

(b) Members of this Committee are defined as "public officials" under the South Carolina Ethics Act, S.C. Code 1976, §8-13-100 et seq., as amended. It shall be the responsibility of members, individually and collectively, to become familiar with the provisions of that law and conduct themselves accordingly. As stated in the South Carolina Ethics Act, and without limiting the applicability of any other provision of the South Carolina Ethics Act, members of this Committee shall not use membership on the Committee to obtain a direct personal economic interest, an economic interest for the immediate family of the member, an economic interest for an individual with whom a member is associated, or an economic interest for a business with which the member is associated.

The Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this _____ day of _____ 20____

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chair, Chester County Council

Attest:

By: _____
Karen Lee
Clerk to County Council
Chester, South Carolina

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



1636 W Snow Ave
Tampa, FL 33606
www.somaglobal.com

VE 3.26.21

Confidential

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of [Insert Date] by and between SOMA Global, Inc., a Delaware corporation (“**SOMA**”, “**we**” or “**us**”) and [Insert Agency Name] (“**Client**” or “**you**”). SOMA and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Documentation**” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time and provided to You.

“**Malicious Code**” means code, files, scripts, corrupted files, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Non-SOMA Application**” means a web-based, mobile, offline or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us.

“**Order Form**” means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

“**Services**” means Our Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. “Services” exclude Non-SOMA Applications.

“**User**” means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

“**Your Data**” means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SOMA standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-SOMA Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.3. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration or other services to be provided by Us (such services, “**Professional Services**”), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (“**Services Work Product**”) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. . If You exceed a contractual usage limit, You will assessed a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services, and will notify Us promptly of any such unauthorized access or use.

(d) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, We may remove such data ourselves.

4. NON-SOMA PROVIDERS

Non-SOMA Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-SOMA Applications and are not responsible for the functionality or interoperability of Non-SOMA Applications with the Services. If You use a Non-SOMA Application with a Service, You grant Us permission to access your account with a Non-SOMA Application and allow the Non-SOMA Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-SOMA Application or its provider. We may cease supporting the interoperability of the Services with any Non-SOMA Application at any time.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms (“**Fees**”). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services subscriptions purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. If You provide credit card information to Us, You authorize Us to charge such credit card for all Fees for the initial subscription term and any renewal subscription term. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Late Payments. If any invoice is not paid within 30 days from the date of the invoice, a late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, will begin to accrue immediately. We reserve the right to condition future renewals and Order Forms on different payment terms. We may also accelerate any unpaid Fees and cause such Fees to become immediately due and payable and/or suspend Your access to Services until such amounts are paid in full. We will give You at least 10 days’ prior notice that Your account is overdue before suspending Services.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.5. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a worldwide, limited license to host, copy, transmit and display Your Data as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each Party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Either Party may disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this “Confidentiality” section. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SOMA Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party represents and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules. Your exclusive remedies for any breach of the warranties in this Section are those described in Section 11.3 (Termination) and Section 11.4 (Effects of Termination).

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. OTHER THAN AS EXPRESSLY STATED HEREIN, IN NO EVENT ARE WE LIABLE FOR ANY LOSS OF YOUR DATA.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "SOMA Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The

above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (x) Your Data or a Non-SOMA Application, (y) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (z) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

9.2. Indemnification by You. Unless otherwise prohibited by Local, State or Federal law, You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "**Claim Against Us**"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL NOT APPLY IN CONNECTION WITH GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR A BREACH OF CONFIDENTIALITY OBLIGATIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT (I) YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE OR (II) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least 90 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

11.3 Termination. A Party may terminate this Agreement for cause (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We are not obligated to maintain or provide Your Data to You, and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS


12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

12.3 Governing Law. This Agreement and any Order Form shall be governed by the laws of the U.S. state in which You are located, without regard for its conflict of laws rules.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary



course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will must promptly notify us.

12.6 Entire Agreement. This Agreement (including each Order Form entered into hereunder and the Documentation referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation.

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

Chester County Sheriff's Office	SOMA Global, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: