



CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING

ZOOM Meeting

Tuesday, August 4th, 2020 at 10:00 AM

The meeting can be viewed at <https://facebook.com/ChesterCountySC/>

AGENDA

1. Call to Order
2. Approval of Minutes- July 31st, 2020 Special Called Council Minutes.
3. Ordinance/Resolutions/Proclamations
 - a. **2nd Reading of Ordinance 2020-25** An Ordinance To Provide For An Election In Chester County, South Carolina To Determine The Wishes Of The Qualified Electors Of The County With Reference To Whether The County Should Keep Its Present Form Of County Government (County-Supervisor With Six (6) Council Members) Or Whether The County Should Adopt The Council-Administrator Form Of Government With Six (6) Council Members Elected From Single Member Districts And A Council Member Elected At Large; The Referendum To Be Called In Accord With Section 4-9-10, S.C. Code Of Laws 1976 As Amended.
 - b. **2nd Reading of Ordinance 2020-26** An Ordinance To Authorize The County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference Known As Tax Map Number 147-00-00-004 To Chart Inc. Upon Such Terms And Conditions Described In The Agreement Of Sale That Is Exhibit B.
4. 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



CHESTER COUNTY COUNCIL SPECIAL CALLED MEETING MINUTES

ZOOM Meeting

Friday July 31st, 2020 at 10:00 AM

Special Called Meeting Minutes

Present: Chairman Shane Stuart, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Alex Oliphant, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee. Councilman Mike Vaughn came into the meeting at 10:20 AM.

Absent: Councilwoman Mary Guy with prior notification.

1. **Call to Order**-Chairman Stuart called the meeting to order.

2. **Ordinance/Resolutions/Proclamations**

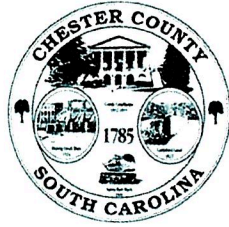
a. **1st Reading of Ordinance 2020-25 An Ordinance To Provide For An Election In Chester County, South Carolina To Determine The Wishes Of The Qualified Electors Of The County With Reference To Whether The County Should Keep Its Present Form Of County Government (County-Supervisor With Six (6) Council Members) Or Whether The County Should Adopt The Council-Administrator Form Of Government With Six (6) Council Members Elected From Single Member Districts And A Council Member Elected At Large; The Referendum To Be Called In Accord With Section 4-9-10, S.C. Code Of Laws 1976 As Amended. Vice Chairman Branham motioned to approve, second by Councilman Oliphant. Vote 4-0 to approve.**

b. **1st Reading of Ordinance 2020-26 An Ordinance To Authorize The County Of Chester, By Chester County Council, To Sell The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference Known As Tax Map Number 147-00-00-004 To Chart Inc. Upon Such Terms And Conditions Described In The Agreement Of Sale That Is Exhibit B. Vice Chairman Branham motioned to approve, second by Councilman Oliphant. Vote 5-0 to approve.**

3. **Adjourn-** Councilman Oliphant motioned to adjourn, second by Vice Chairman Branham. Vote 5-0 to adjourn.

K. Shane Stuart, County Supervisor & Chairman

Karen Lee, Clerk to Council



Ordinance 2020-25

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHESTER)

**AN AMENDED ORDINANCE
TO PROVIDE FOR AN ELECTION**

AN ORDINANCE TO PROVIDE FOR AN ELECTION IN CHESTER COUNTY, SOUTH CAROLINA TO DETERMINE THE WISHES OF THE QUALIFIED ELECTORS OF THE COUNTY WITH REFERENCE TO WHETHER THE COUNTY SHOULD KEEP ITS PRESENT FORM OF COUNTY GOVERNMENT (COUNTY-SUPERVISOR WITH SIX (6) COUNCIL MEMBERS) OR WHETHER THE COUNTY SHOULD ADOPT THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT WITH SIX (6) COUNCIL MEMBERS ELECTED FROM SINGLE MEMBER DISTRICTS AND A COUNCIL MEMBER ELECTED AT LARGE; THE REFERENDUM TO BE CALLED IN ACCORD WITH SECTION 4-9-10, S.C. CODE OF LAWS 1976 AS AMENDED.

WHEREAS, Section 4-9-10 of the Code of Laws of South Carolina, as amended, provides for the calling of a referendum by the governing body of a county; the referendum to determine whether a majority of electors of the county desire to retain the present form of county government with the same form of government with the same number of council members and the same method of election or whether another form of government, another number of council members and another method of election should be adopted by the Council; and

WHEREAS, Chester County Council desires to adopt an Ordinance providing for such election giving the electors of the County by referendum a choice of retaining the present form of county government (Council-Supervisor form of government) or whether the County shall adopt the Council-Administrator form of government with six (6) council members elected from single member districts, and a council member elected at large.

NOW, THEREFORE BE IT ENACTED BY CHESTER COUNTY COUNCIL:

SECTION 1.

The election shall be conducted by the Chester County Election Commission as provided by law. The Chester County Election Commission shall have ballots printed and distributed to the various voting places in the County with the following words printed thereon:

AN ELECTION TO DETERMINE CHANGE IN FORM OF COUNTY GOVERNMENT

“SHOULD CHESTER COUNTY CHANGE TO COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR RETAIN THE PRESENT COUNTY-SUPERVISOR FORM OF GOVERNMENT?”

A YES vote is in favor of the County adopting a new form of government, Council-Administrator form with six (6) council members elected from single member districts and a council member elected at large.

A NO vote is in favor of retaining the present County-Supervisor form of county government, opposing the change from County-Supervisor to Council-Administrator.

YES

NO

SECTION II.

The Chester County Election Commission shall certify the results of the election with Chester County Council and the Clerk of Court for Chester County in addition to all other agencies to which it may be required to report.

SECTION III.

Should the present form of government receive a majority favorable vote of electors voting, the present form shall continue without any further action of Chester County Council. Should the Council-Administrator form of government with six (6) council members elected from single member districts and a council member elected at large receive a majority favorable vote of electors voting, the Chester County Council shall pass an ordinance establishing the new form of government in accord with the majority favorable vote of the electors. The at-large member will not automatically serve as Chairman of the Council. The Chairman shall be elected by the County Council.

SECTION IV.

This ordinance shall take effect immediately upon adoption of third and final reading and following the conduct of a public hearing in accordance with the law.

BE IT ENACTED AND IT IS ORDAINED THIS ____ DAY OF _____, 2020, BY THE CHESTER COUNTY COUNCIL IN MEETING DULY ASSEMBLED AT CHESTER, SOUTH CAROLINA.

Ordinance 2020-25

ATTEST:

CHESTER COUNTY COUNCIL:

Karen Lee, Clerk to Council

By: _____
K. Shane Stuart, County Supervisor

REVIEWED BY AND APPROVED IN FORM:

Joan Elizabeth Winters, County Attorney

1st Reading: July 31st, 2020

2nd Reading _____

Public Hearing _____

3rd Reading _____

Ordinance No. 2020-26

This 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 _____, 2020.

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____ 2020.

COUNTY COUNCIL OF CHESTER COUNTY

K. Shane Stuart, Supervisor
Chairman, County Council of Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County

First Reading: July 31st, 2020
Second Reading: August 4th, 2020
Public Hearing: September 8th, 2020
Third Reading: _____, 2020

EXHIBIT A

[Description will be available upon Chart Inc. receipt of survey]

EXHIBIT B

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT IS CONTINGENT ON CHESTER COUNTY COUNCIL ADOPTION FOLLOWING THREE READINGS OF AN ORDINANCE AND THE PUBLIC HEARING.

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of July __, 2020 (the "Effective Date") by and between COUNTY OF CHESTER, SOUTH CAROLINA, a South Carolina body politic ("Seller"), and CHART, INC., a Delaware corporation, or its assigns ("Purchaser").

W I T N E S S E T H:

A. Seller is the owner of the Property (defined below).

B. Seller has agreed to sell and Purchaser has agreed to purchase the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and the mutual covenants and agreements of each party to the other hereinafter set forth, and intending to be legally bound hereby, the parties do hereby mutually covenant and agree as follows:

ARTICLE I
DEFINED TERMS

The following terms shall have the meanings ascribed to them below when used in this Agreement:

1.1 Closing: the consummation of the transaction contemplated hereby.

1.2 Closing Date: the date that is thirty (30) days after the expiration of the Inspection Period or such earlier date as may be agreed upon in writing by the parties.

1.3 Closing Statement: a closing statement showing the items and amounts to be prorated or adjusted between Purchaser and Seller hereunder.

1.4 Deed: a deed in the form of Exhibit "A" attached hereto and made a part hereof.

1.5 Deposit: Ten Thousand and No/100 Dollars (\$10,000.00).

1.6 Evaluation Materials: all materials, documents, reports, studies and information furnished to or obtained or developed by Purchaser concerning the Property (both originals and copies thereof) other than the Seller's Documents.

1.7 Inspection Period: the period commencing on the Effective Date and expiring at 5:00 pm Eastern Standard Time on the date that is ninety (90) days thereafter.

1.8 Inspections: site, appraisal, environmental, geotechnical, and other inspection analyses and studies of the Property.

1.9 Land: a certain parcel of land, containing approximately twenty seven (27) acres, more or less, located in Chester, South Carolina more particularly described on Exhibit "B" attached hereto and made a part hereof.

1.10 List: OFAC's Specially Designated and Blocked Persons List.

1.11 OFAC: the Office of Foreign Asset Control of the Department of the Treasury.

1.12 Order: Executive Order No. 13224 dated September 24, 2001 relating to "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism."

1.13 Permitted Exceptions: (i) easements, restrictions, covenants and agreements of record including, but not limited to, those matters of title not objected to by Purchaser in accordance with Section 4.2 below; (ii) zoning ordinances; and (iii) Taxes which are a lien but not then due and payable.

1.14 Property: collectively, Seller's right, title and interest in and to the Real Property, all fixtures owned by Seller and located on or about the Real Property, if any, and inclusive of all appurtenant easements, whether or not of record, strips, and rights-of-way abutting, adjacent, contiguous, or adjoining the Real Property.

1.15 Purchase Price: Eighteen Thousand and No/100 Dollars (\$18,000.00) per acre of the Land (the final acreage to be determined by the Survey).

1.16 Purchaser's Attorney: Wyche, P.A.

1.17 Real Property: the Land and the improvements thereon, if any, containing approximately twenty seven (27) acres, more or less, located at 5335 Richburg Road, Richburg, South Carolina, a portion of Chester County tax map number of 147-00-00-004-000.

1.18 Related Parties: all directors, officers, partners, members and employees of Purchaser and Purchaser's consultants, engineers, attorneys, lenders, and accountants.

1.19 Seller's Documents: the documents and materials listed on Exhibit "C" attached hereto and made a part hereof (both originals and copies thereof).

1.20 Survey: a survey of the Property to be procured by Purchaser subdividing the Property from Chester County tax map number 147-00-00-004-000.

1.21 Taxes: all real and personal property taxes and assessments, special or otherwise, payable in lump sums or installments which constitute a lien against the Property, in whole or in part.

1.22 Title Company: Chicago Title Insurance Company.

1.23 Title Insurance Policy: an owner's title insurance policy in the amount of the Purchase Price naming Purchaser as the insured thereunder, subject only to the Permitted Exceptions.

ARTICLE II

PURCHASE AND SALE; PURCHASE PRICE

2.1 Subject to the terms and conditions herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property for the Purchase Price.

2.2 The Purchase Price shall be paid by Purchaser to Seller at the Closing by wire transfer of immediately available funds, subject only to the adjustments and prorations set forth in the Closing Statement.

2.3 On or before three (3) business days after the Effective Date, Purchaser shall deposit with the Purchaser's Attorney, in escrow, the Deposit by wire transfer of U.S. dollars. The Deposit shall be held in escrow, in a non-interest-bearing account at a federally insured financial institution by Purchaser's Attorney in accordance with the terms of this Agreement. At and upon Closing, the Deposit shall be applied against the Purchase Price, or, if the transaction contemplated hereby is not consummated, delivered to Seller or Purchaser as provided herein.

ARTICLE III

INSPECTION OF PROPERTY

3.1 On or prior to the Effective Date, Seller has provided or shall provide Purchaser with the Seller's Documents. In the event of the termination of this Agreement, Purchaser shall promptly thereafter destroy all copies of Seller's Documents in its possession, however stored or maintained, and Purchaser shall cause all of the Related Parties to whom were delivered (in whatever format) any of Seller's Documents likewise to destroy the same promptly after termination. The preceding sentence shall survive the termination of this Agreement.

3.2 Purchaser shall not interfere with the operation of the Property during the conduct of the Inspections. Purchaser may elect to conduct a Phase I and/or Phase II environmental site assessment and/or geotechnical assessment of the Real Property. The Inspections may be conducted by Purchaser or any designee of Purchaser, including, without limitation, consultants, engineers, accountants, architects and Purchaser's employees. Should Purchaser elect to conduct a Phase II environmental site assessment of the Real Property, Seller agrees to cooperate to facilitate same.

3.3 In the event that Purchaser does not desire to proceed with the purchase of the Property during the Inspection Period for any reason, in its sole discretion, Purchaser shall so notify Seller, in writing, on or prior to the conclusion of the Inspection Period, timing being of the essence

of this Agreement. In the event that Purchaser gives such notice within such time period, this Agreement shall terminate and be of no further force or effect (with the exception of those provisions hereof which are expressly stated to survive such termination), and Purchaser shall, upon delivery of all Evaluation Materials to Seller, receive a refund of the Deposit, and be relieved of any and all liability under this Agreement, except such liability under this Agreement expressly stated herein to survive such termination. Otherwise, Purchaser will be deemed to have agreed to proceed to Closing subject to and in accordance with the balance of the terms of this Agreement.

3.4 (a) During such periods of time as Purchaser is allowed to enter the Real Property pursuant to the terms of this Agreement, Purchaser shall take all commercially reasonable steps necessary to protect the Real Property from damage by reason of its activities and, in the event of any such damage to the Real Property, Purchaser shall promptly restore or cause to be restored that portion of the Real Property so damaged to the condition existing just prior to such damage.

(b) If any construction, mechanic's, materialman's or other lien is filed against any of the Real Property as the result of any work, labor, service or materials performed or furnished, by, for or to Purchaser, its employees, agents and/or contractors, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment, bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days after the filing thereof.

(c) This Section 3.4 shall survive the Closing and/or the termination of this Agreement.

3.5 Purchaser agrees to keep confidential Seller's Documents and the Evaluation Materials; provided, however, that Seller's Documents and the Evaluation Materials may be disclosed to the Related Parties for purposes of evaluating the possible acquisition of the Property by Purchaser.

ARTICLE IV

TITLE AND SURVEY MATTERS

4.1 As evidence of title, Seller shall deliver to Purchaser as part of Seller's Documents, any previous title commitment and title policy relating to the Real Property and the underlying documents noted therein as exceptions to title (other than any such documents evidencing the security granted by Seller with regard to its financing secured by the Property which shall be paid and discharged of record upon Closing). Purchaser shall have the right, at its sole cost and expense, to obtain the Survey.

4.2 If written objections to title to the Real Property are made by or on behalf of Purchaser prior to the end of the Inspection Period, that title to the Real Property is not acceptable due to exceptions which are not Permitted Exceptions, Seller shall have five (5) days following the date that it receives written notice of such objections ("Seller's Objection Response Period") in order to notify Purchaser that Seller will remedy or will have remedied such objections to Purchaser's satisfaction at or before Closing. If Seller does not so notify Purchaser within Seller's Objection Response Period, to Purchaser's satisfaction, committing to remedy such objections at or before Closing, or if Purchaser discovers new matters of title recorded after the Inspection Date,

which it may deem objectionable in its sole discretion, Purchaser shall have the option (a) to proceed with the purchase of the Property, in which event the Permitted Exceptions shall be deemed to include such objections; or (b) to terminate this Agreement and, upon delivery of all Evaluation Materials to Seller, receive a refund of the Deposit, in full termination of any and all liabilities and rights of Purchaser and Seller under this Agreement (except those expressly provided herein to survive such termination) by delivery of notice of termination to Seller.

ARTICLE V CLOSING

Subject to Purchaser's rights to terminate this Agreement pursuant to ARTICLE III, ARTICLE IV, ARTICLE VI, ARTICLE IX, and ARTICLE X hereof, Closing shall occur on or before 4:00 pm eastern time on the Closing Date. At such time as Purchaser's Attorney has all required executed documents and all required funds, and at such time as the Title Company, in conjunction with Purchaser's Attorney, is able and has committed to issue the Title Insurance Policy, Purchaser's Attorney shall record all documents that are to be recorded, disburse the funds in its possession in accordance with a Closing Statement executed by Seller and Purchaser, and deliver the Closing documents to the respective parties thereto. At Closing, Seller shall deliver possession of the Real Property to Purchaser subject to the Permitted Exceptions and such other exceptions to the Deed as described in Exhibit "A".

ARTICLE VI DEFAULTS

6.1 If Purchaser breaches this Agreement, then the Purchaser's Attorney shall deliver the Deposit to Seller (or if the Deposit has already been paid to Seller, Seller shall be entitled to retain the Deposit) as full compensation for its damages and as its sole remedy, given that the parties acknowledge and agree that actual damages are impossible to ascertain with any certainty but the Deposit is a reasonable estimate thereof.

6.2 If Seller breaches this Agreement, subject to Seller's cure rights described below, Purchaser shall, as its sole remedy, have the right: (a) to declare this Agreement terminated, in which event the Deposit shall be promptly returned to Purchaser following delivery of all Evaluation Materials by Purchaser to Seller, or (b) to seek specific performance of Seller's obligations hereunder.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Seller Representations, Warranties and Covenants.

(a) Seller represents and warrants as follows:

(i) Non-Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(ii) Employees. Seller has no employees at the Real Property and is not a party to any collective bargaining agreement.

(iii) Authority. Seller has the right to execute this Agreement and to sell the Property without obtaining the consent, approval, release or signature of any other party. The signatories hereto on behalf of Seller must approve this agreement through the ordinance process requiring three readings and a public hearing in order to duly authorize the execution and delivery of this Agreement and to bind Seller hereto. Following that, Seller will have full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction described herein will have been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Seller such that this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. At least ten (10) business days prior the Closing Date, Seller shall deliver such documentation as Purchaser or Title Company may reasonably require in order to evidence the representations and warranties in this Section 7.1(a)(iii).

(iv) No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will (A) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which it or the Property is bound, which in any event would have a material adverse effect on the ability of Seller to perform its obligations hereunder, or (B) violate any order, injunction, decree, statute, rule or regulation applicable to Seller or the Property.

(v) PATRIOT Act. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under the Order.

(vi) Condemnation. Seller has not received any notice from any governmental authority or any other third party regarding pending or contemplated condemnation proceedings affecting the Property or any portion thereof.

(vii) Environmental Regulations. Seller has not received any notice from any governmental authority or any other third party alleging that the Property violates or may violate any applicable law, rule, or regulation relating to the protection of the environment

(viii) Service Agreements. Neither Seller nor any of its representatives is a party to any service contracts, maintenance agreements, landscaping contracts, security service contracts, or any other similar service agreements relating to the Property that would be binding on Purchaser after the Closing.

(ix) Operation of the Property. Between the Effective Date and the Closing Date, Seller shall operate the Property in the ordinary course of business and shall maintain and repair the Property in accordance with its standard practices so that, on the Closing Date, the Property will be in substantially the same condition as it now exists, natural wear and tear and loss by casualty excepted.

(x) Pending Actions. There are no actions, suits or proceedings pending against, by or affecting Seller which affect title to the Property or which question the validity or

enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

(xi) Seller's Documents. The Seller's Documents are true and complete copies of such documents in Seller's file, and Seller has not knowingly and with the intent to defraud omitted any portion of the Seller's Documents.

(xii) Violations. Seller has received no notice that there are uncorrected violations of any applicable Laws affecting the Property or the use and occupancy thereof.

7.2 Survival. The representations and warranties of Seller contained in this Agreement shall survive for a period ("Survival Period") of one hundred eighty (180) days after the Closing. In connection with the foregoing, to the extent claims of Losses (defined below) are not made to Seller in the form of a written notice on or before the expiration of the Survival Period, then, thereafter, any such claims shall be forever barred, waived, released and discharged. This Section 7.2 shall survive Closing.

7.3 Indemnification by the Seller. Any limitation contained herein to the contrary notwithstanding:

(a) From and after the Closing, but subject to the terms of Section 7.2 and only to the extent permitted by law, Seller shall indemnify and hold Purchaser and its affiliates and their respective partners, members, shareholders, officers, directors, employees, representatives and agents of each of the foregoing harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all claims, losses, damages, liabilities, costs and expenses (collectively, "Losses"), arising out of, or in any way relating to breach of any representation and warranty of Seller contained in this Agreement and discovered subsequent to Closing. The foregoing indemnity shall be deemed to include actual Losses only, and not punitive, indirect or consequential damages. In the event Purchaser becomes aware of any such Losses, Purchaser shall give prompt written notice to Seller and Seller shall have the right and opportunity to defend against such Losses with counsel selected by Seller.

(b) This Section 7.3 shall survive Closing.

7.4 Purchaser Representations, Warranties and Covenants. Purchaser represents and warrants as follows:

(a) Authority. Purchaser has the right to execute this Agreement and to purchase the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Purchaser have been duly authorized to execute and deliver this Agreement and to bind Purchaser hereto. Purchaser has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Purchaser such that this Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Purchaser of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, agreement, or other instrument or obligation to which Purchaser is a party, which in any event would have a material adverse effect on the ability of Purchaser to perform its obligations hereunder, or (ii) violate any order, injunction, decree, statute, rule, or regulation applicable to Purchaser.

(c) PATRIOT Act. Neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under the Order.

ARTICLE VIII **CLOSING DOCUMENTS AND DELIVERIES**

On the Closing Date, Seller shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to Seller (as required) the following:

8.1 Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available funds.

8.2 Seller shall execute, in recordable form, and deliver to Purchaser the Deed referencing the Survey in the legal description.

8.3 Seller shall deliver to the Title Company and/or Purchaser's Attorney such evidence of Seller's authority to enter into this transaction which is reasonably required by the Title Company, including, but not limited to, a County of Chester ordinance or other required County of Chester authorization.

8.4 Seller shall execute and deliver an owner's affidavit to the Title Company and/or Purchaser's Attorney in a form reasonably acceptable to the Title Company and/or Purchaser's Attorney.

8.5 Seller and Purchaser shall execute and deliver to each other the Closing Statement showing the amounts by which the Purchase Price shall be adjusted as of the Closing Date and in the following manner:

(a) Purchaser shall pay (i) the premium and all search and exam fees for the Title Insurance Policy and for any endorsements the Title Insurance Policy that Purchaser (and/or Purchaser's lender) shall require; (ii) costs associated with the Survey; and (iii) Purchaser shall pay all recording fees for the recording of the Deed. Seller shall pay all transfer taxes, deed stamps or the like, and recording costs, if any, associated with the delivery of the Deed to Purchaser. Each party shall pay the expense of its own attorney.

(b) Real estate taxes for the Property ("Taxes") shall be prorated on a tax year cash accounting basis based upon actual tax bills or, to the extent not then available, the most

recent ascertainable assessed values and tax rates. Purchaser shall pay all Taxes attributable to the Property on and after the Closing Date. All prorations shall be final and neither the obligation to prorate, nor the amount of any such prorations, shall survive Closing.

ARTICLE IX
DAMAGE

In the event that the Property shall be materially damaged or destroyed by fire, storm or other casualty before the Closing Date, then Purchaser shall have the right to terminate this Agreement by providing to Seller a written notice of termination to Purchaser, and upon such termination, anything herein contained to the contrary notwithstanding, the Deposit shall be refunded to Purchaser. In the event Purchaser shall not elect to terminate this Agreement, Purchaser shall be entitled to receive at Closing an absolute assignment from Seller of any interest Seller may have otherwise had in the proceeds of any insurance on the Property less any costs incurred by Seller in securing such proceeds and/or adjusting the loss and/or in undertaking any required repairs and Purchaser shall receive a credit in the sum of the amount of any deductible. In such event Purchaser shall proceed with the Closing on the Property in its then "as is" condition with no reduction in the Purchase Price (other than the stated credit).

ARTICLE X
CONDEMNATION

10.1 In the event that, between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are initiated which would result in the taking of any part of the Real Property, Purchaser may:

(a) terminate this Agreement by providing written notice to Seller and receive a refund of the Deposit; or

(b) proceed with the Closing, in which event Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in and to any award made in connection with any such condemnation or eminent domain proceedings, with the Property being in its then "as is" condition with no reduction to the Purchase Price.

10.2 Seller shall promptly notify Purchaser in writing if Seller has actual knowledge of the commencement or occurrence of any condemnation or eminent domain proceedings, and Purchaser may then elect to exercise its rights under Section 10.1(a) or Section 10.1(b).

ARTICLE XI
BROKER

Seller represents and warrants that it has not been represented by any broker in connection with the sale of the Property.

ARTICLE XII
MISCELLANEOUS

12.1 This Agreement and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except in writing signed by all parties.

12.2 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party to any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

12.3 The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

12.4 No party other than Seller and Purchaser and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller and Purchaser and their successors and assigns, and not for the benefit of any other party.

12.5 All notices provided for or permitted to be given pursuant to this Agreement must be in writing. All notices to be sent hereunder shall be deemed to have been properly given or served: if hand delivered by courier, in hand when received; if mailed, on the third business day following the date upon which the same is deposited in the United States mail, addressed to the recipient of the notice, certified with return receipt requested; if by electronic mail, on the date sent (or the next business day after the date of transmission if the transmission day is not a business day) provided that the electronic mail was properly addressed and that a duplicate notice was forwarded via nationally recognized overnight courier guarantying next business day delivery; and, if by nationally recognized overnight courier guarantying overnight delivery, on the business day following the day such notice was deposited with such a courier, so long as the day of deposit was on a service day of such courier and prior to the last pick up for such day.

If to Seller:

County of Chester, South Carolina
Attention: K. Shane Stuart
County Supervisor
Post Office Box 580
Chester, South Carolina 29706
sstuart@chestercounty.org

With a copy to: Joanie Winters, County Attorney
Winters Law Firm
105 Main Street
Chester, South Carolina 29706
joanie@winterslawsc.com

Jeff Burgess, Economic Development
3200 Commerce Drive
Richburg, South Carolina 29729
jburgess@choosechester.com

If to Purchaser: Chart, Inc.
3055 Torrington Drive
Ball Ground, GA 30107
E-mail: Herbert.Hotchkiss@chartindustries.com and
Keith.Blalock@chartindustries.com
Attention: Herbert Hotchkiss

With a copy to: Wyche, P.A.
P.O. Box 728
Greenville, SC 29602-0728
E-mail: jlonon@wyche.com and
khamilton@wyche.com
Attention: Josh Lonon

12.6 This Agreement shall be governed by the laws of the State in which the Real Property is located, without regard to choice of law rules.

12.7 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via telecopy or electronic mail.

12.8 Intentionally deleted.

12.9 Purchaser may assign this Agreement or its rights hereunder, directly or indirectly, without the prior written consent of Seller, prior to the Closing.

12.10 Except as otherwise expressly provided herein, no representations, warranties, covenants, agreements or other obligations in this Agreement shall survive the Closing or termination of this Agreement, and no action based thereon shall be commenced after the Closing Date.

12.11 As used herein, the phrase "business days" shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Real Property is located and those days on which banking institutions in such state are authorized by law to close for business. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating

such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next succeeding business day.

[END OF TEXT – SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

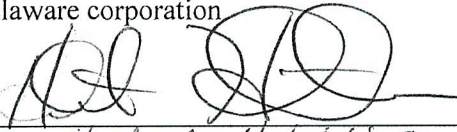
SELLER:

COUNTY OF CHESTER, SOUTH CAROLINA,
a South Carolina body politic

By: _____
Name: _____
Title: _____

PURCHASER:

CHART, INC.
a Delaware corporation

By:  _____
Name: Herbert Hotchkiss
Title: VP, General Counsel & Secretary

DEPOSIT ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Deposit and agrees to hold the same pursuant to terms of the Agreement. In the event of any dispute between Seller and Purchaser pertaining to the Deposit, the undersigned may commence an interpleader action and deposit the Deposit with a court of competent jurisdiction and in such event, the undersigned shall be relieved of all further obligation and liability.

WYCHE, P.A.

By: _____
Name: Josh Lonon
Its: Member

Dated: July __, 2020

Exhibit List

EXHIBIT "A"	Deed
EXHIBIT "B"	Legal Description
EXHIBIT "C"	Seller's Documents

Exhibit A

Legal Description

[Subject to revision after Purchaser's examination of title]

[to be completed upon completion of the Survey]

Exhibit B

Encumbrances

[Subject to revision after Purchaser's examination of title]

1. All facts, matters and encumbrances relating to the Property disclosed and properly indexed in the Office of the Chester County Register of Deeds, but excluding any encumbrances, if any, that Grantor agreed in writing to release, remove, cure or discharge.
2. The liens of real property taxes, special and other assessments, charged by Authorities, ad valorem taxes, personal property taxes and similar charges (collectively, "Taxes"), not yet due and payable.

EXHIBIT "B"

LEGAL DESCRIPTION

[May be revised after Purchaser examination of title]

[to be completed upon completion of the Survey]

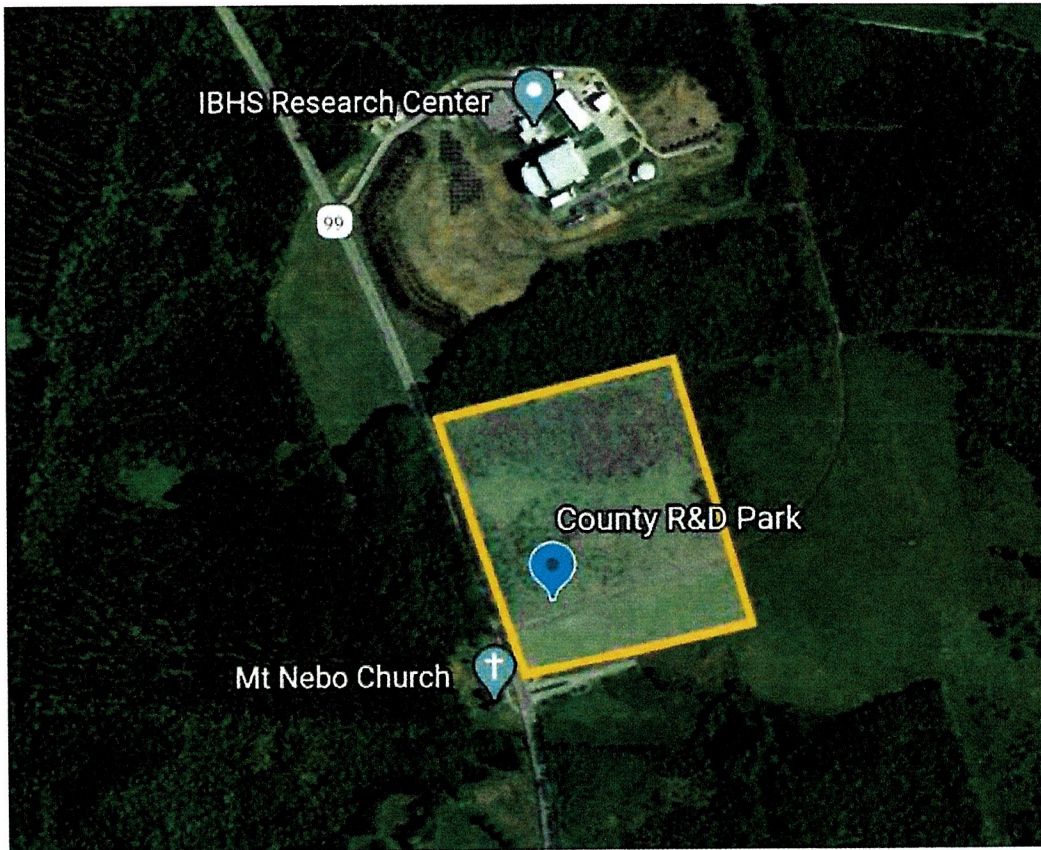


EXHIBIT "C"

SELLER'S DOCUMENTS

1. Copy of the most recent owner's title insurance policy
2. Copy of the vesting deed
3. Copy of the most recent survey(s)
4. Copies of the real estate tax bills for the current and prior year
5. Copies of the most recent environmental report(s)
6. Copies of the most recent zoning report(s)
7. Copies of the most recent geotechnical report(s)
8. Copies of any documents related to site utilities
9. Copies of any documents related to site ingress/egress