

WHEREAS, the Property is or will be initially located in a Park with Sumter County, South Carolina (“Sumter County”), pursuant to the Master Agreement Governing the Sumter-Clarendon Industrial Park (the “Park Agreement”); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is or will be obligated to make or cause to be made payments in lieu of taxes to the County, a portion of which will be distributed to Sumter County, in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Property within the Park; and

WHEREAS, the Company has requested and the County has agreed to enter into (a) a Fee in Lieu of Tax Agreement with the Company (the “FILOT Agreement”) whereby the County would provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project, and (b) an Infrastructure Credit Agreement with the Company (the “Infrastructure Agreement”), whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Companies against their payments in lieu of taxes with respect to the Project and the Property pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina (the “State”) by assisting the Company to establish a manufacturing facility in the County, the FILOT Agreement and the Infrastructure Agreement are hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared based on information the Company provided by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.

- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the FILOT Agreement and Infrastructure Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the FILOT Agreement and the Infrastructure Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the FILOT Agreement and the Infrastructure Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The FILOT Agreement and the Infrastructure Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the FILOT Agreement and the Infrastructure Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the FILOT Agreement and the Infrastructure Agreement and the performance of all obligations of the County under and pursuant to the FILOT Agreement and the Infrastructure Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

BE IT ORDAINED this 13th day of October, 2014.



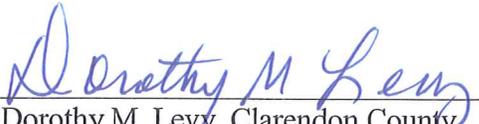
(SEAL)

CLARENDON COUNTY,
SOUTH CAROLINA



Dwight L. Stewart, Jr., Chairman,
Clarendon County Council

ATTEST:



Dorothy M. Levy, Clarendon County
Clerk to Council

