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LANCASTER, SC

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1344

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY AND DLS TIRE CENTERS, INC., TO DELAY THE START OF THE FIVE YEAR SPECIAL SOURCE REVENUE CREDITS BY AMENDING THE FEE AGREEMENT DATED NOVEMBER 11, 2013; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to cause to be acquired properties (which such properties constitute "projects" as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the "FILOT") through a FILOT agreement (the "Fee Agreement") pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the Lancaster County Ordinance No. 2013-1239 dated November 11, 2013, the County Council authorized the execution by the County of a Fee Agreement dated as of November 11, 2013 (the "Fee Agreement") with DLS Tire Centers, Inc. ("DLS") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of producing retread tires in the County and all activities related thereto (the "Project"); and

WHEREAS, the County and DLS are desirous of amending the Fee Agreement dated November 11, 2013, to delay the start of the 5 year Special Source Revenue Credit payments from January 15, 2015 to January 15, 2016; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Fee Agreement (the "Amended Fee Agreement") by and between the County and DLS; and

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

NOW, THEREFORE, BE IT ORDAINED by Lancaster County, South Carolina, as follows:

Section 1. It is the intention of the County Council and DLS that the amendment of the Fee Agreement shall delay the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and DLS to either party. The Amended Fee Agreement, in form is attached hereto and shall be executed by both parties.

Section 2. The terms of the Amended Fee Agreement, delaying the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor 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, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

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

Section 5. All 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.

Section 6. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 7. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 8. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

This 13th day of April, 2015.

LANCASTER COUNTY, SOUTH CAROLINA




Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: March 9, 2015
Second Reading: March 23, 2015
Public Hearing: April 13, 2015
Third Reading: April 13, 2015

AMENDED FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

DLS TIRE CENTERS, INC.,
A South Carolina Corporation

Dated as of April 1, 2015

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RECAPITULATION OF CONTENTS OF FEE AGREEMENT DLS TIRE CENTERS, INC.

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal name of each party to the agreement – Lancaster County, South Carolina, and DLS Tire Centers, Inc.
2. County and Street Address of the Project and Property to be Subject to the Fee Agreement – Lancaster County; 9057 Northfield Drive; a 5.13 acre parcel located in the Perimeter 521 Industrial Park; Tax Map No. 0010-00-050.08.
3. Minimum Investment Agreed Upon - \$2,600,000
4. Length and Term of the Fee Agreement – Thirty (30) years for each phase of the Project placed in service during the Investment Period
5. Assessment Ratio Applicable for Each Year of the Fee Agreement – Six percent (6%)
6. Millage Rate Applicable for Each Year of the Fee Agreement – 275.9 mills
7. Is the project to be located in a multi-county park formed pursuant to article VIII, section 13 of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code? Yes, the land on which the Project is located is in the multi-county park developed jointly by Lancaster County and Marlboro County pursuant to an agreement dated July 14, 1994, and approved by Lancaster County by passage of Ordinance No. 235 and as subsequently amended (the "Marlboro MCP"). It is anticipated that the land on which the Project is located will be moved from the Marlboro MCP to a multi-county park to be established by Lancaster County and Chesterfield County by not later than December 31, 2013.
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.5, 4.7, 4.8, and 4.9
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.4
10. Will payment amounts be modified using a net present value calculation? No
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.5, 4.7, 4.8, and 4.9

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AMENDED FEE AGREEMENT

This AMENDED FEE AGREEMENT (the "Amended Fee Agreement") is made and entered into as of April 1, 2015, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County, and DLS Tire Centers, Inc. (the "Company"), incorporated and existing under the laws of the State of South Carolina.

RECITALS

1. The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

2. The Company is committed to acquire and equip by construction, lease-purchase, lease or otherwise, a facility for the purpose of tire retreading (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project involves an initial taxable investment of at least \$2,600,000 within five (5) years of the end of the Company tax year in which this Fee Agreement is executed and the \$2,600,000 level of that investment shall be maintained for the initial five (5) years of the Fee Agreement, without

regard to depreciation, all being maintained in accordance with the Act and this Fee Agreement. The Project also involves the creation of at least fifty (50) new, full-time jobs by the end of the fourth year of the Investment Period and the Company is committed to the creation of not less than twenty-five (25) new full-time jobs by the end of the first year of the Investment Period. The Company and the County agree that, pursuant to the Act, the existing land, building and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

3. Pursuant to Ordinance No. 2013-1239, adopted on November 11, 2013 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, among other things, authorized the County to enter into the Fee Agreement dated November 11, 2013 with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) and subject to the terms and conditions of the Fee Agreement.

4. Pursuant to Ordinance No. 2015-_____ adopted on April 13, 2015 (the "Amended Fee Ordinance") to approve this amended Fee Agreement (the "Amended Fee Agreement") dated as of April 1, 2015. The County Council authorized a one year delay in the commencement of the five year Special Source Revenue Credit (hereinafter defined) provided in Section 4.4 below

A G R E E M E N T

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above recitals and the respective representations and agreements hereinafter contained, the County and Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Amended Fee Agreement.

"Authorized County Representative" shall mean the Chair of County Council and Secretary of County Council.

"Chair" shall mean the Chair of the County Council of the County.

"Clerk to Council" shall mean the Clerk to the County Council of the County.

"Closing" or "Closing Date" shall mean the date of the execution and delivery of this Amended Fee Agreement.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean DLS Tire Centers, Inc., a company incorporated under the laws of the State and duly qualified to transact business in the State.

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

"County Administrator" shall mean the person employed by the County Council pursuant to Section 4-9-620 of the Code.

"County Council" shall mean the Lancaster County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value, based on original fair market value as determined in Step 1 of Section 4.1 of this Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act and which become subject to the Amended Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment

Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Amended Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in the County on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Amended Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"FILOT Payments" shall mean the payments in lieu of *ad valorem* taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

"Inducement Resolution" shall mean Resolution No. 0806-R2013, adopted June 10, 2013 by the County Council committing the County to, among other things, (i) enter into a fee-in-lieu of tax

incentive with the Company, (ii) provide special source revenue credits; and (iii) provide for the designation of the land on which the Project is located as a multi-county park pursuant to the Park Law.

"Investment Period" shall mean the period commencing January 1, 2013, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Amended Fee Agreement is executed or, the tenth (10th) property tax year following the property tax year in which this Amended Fee Agreement is executed, if the County Council, in its sole discretion, agrees to an extension of the Investment Period by approval of a resolution to that effect.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Amended Fee Agreement not less than Two Million Six Hundred Thousand Dollars (\$2,600,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and if achieved prior to the end of the Investment Period, to maintain an investment of not less than \$2,600,000, without regard to depreciation, through the end of the Investment Period.

"Minimum Job Creation" shall mean the requirement for the Company to create not less than fifty (50) new full-time jobs (as defined in Section 12-6-3360 of the Code) by the end of the fourth year of the Investment Period and, when achieved, to maintain not less than fifty (50) new full-time jobs (as defined in Section 12-6-3360 of the Code) through the end of the Investment Period. "Minimum Job Creation" includes the requirement to create not less twenty-five (25) new full-time jobs (as defined in Section 12-6-3360 of the Code) by the end of the first year of the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement pursuant to the Multi-County Park Law.

"Park Agreement" shall mean an agreement to develop jointly an industrial and business park, dated July 14, 1994, by and between the County and Marlboro County and approved by the County by passage of Ordinance No. 235. It is anticipated that the land on which the Project is located will be moved from the multi-county park developed jointly with Marlboro County to a multi-county park to be established by the County and Chesterfield County by not later than December 31, 2013. For purposes of the definition of "Park Agreement", it includes the multi-county agreement anticipated to include the land on which the Project is located to be entered into by and between the County and Chesterfield County.

"Park Law" shall mean article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2043 or December 31, 2048, if the Investment Period is extended as provided in this Amended Fee Agreement and Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, but only if the County Council, in its sole discretion, subsequently agrees to such a maximum number of years exceeding thirty (30) and such agreement is approved by passage of a resolution to that effect by the County Council.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Amended Fee Agreement.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Amended Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Amended Fee Agreement:

- (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or
- (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Amended Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.3 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Revenue Credits” shall mean the credit against the FILOT Payments to be made by the Company to the County on and for the Project, as authorized by Sections 4-1-175 and 12-44-70 of the Code and Section 4.4 hereof.

“State” shall mean the State of South Carolina.

Section 1.2 Document Supplements and Addenda. Any reference to any agreement or document in this Article I or otherwise in this Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County represents and warrants to the Company that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Act to enter into this Amended Fee Agreement, (iii) it has approved this Amended Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Amended Fee Agreement.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of South Carolina, is qualified to do business in the State, has power to enter into this Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Amended Fee Agreement.

(b) The Company's execution and delivery of this Amended Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any

Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which produces retread tires and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$2,600,000 in qualifying taxable investment in eligible Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Amended Fee Agreement is executed. The Company will invest not less than Two Million Six Hundred Thousand Dollars (\$2,600,000) in Economic Development Property, by the end of the Investment Period and, if not, the Company will lose the benefits of this Amended Fee Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT Payments and Special Source Revenue Credits. If the Minimum Investment, without regard to depreciation, is achieved prior to the end of the Investment Period but is not maintained to the end of the Investment Period, as required by this Agreement, then the Company will lose the benefit of the Amended Fee Agreement and Special Source Revenue Credits and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is no longer maintained.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Section 3.2 Diligent Completion. The Company agrees to use reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2018, or on or prior to December 31, 2023 if not less than \$2,600,000 of Economic Development Property is invested in the Project on or prior to December 31, 2018 and the County Council agrees to an extension of the Investment Period by approval of a resolution to that effect. Anything contained in this Amended Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project; provided, that the Company agrees it may lose the benefit of this Amended Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make FILOT Payments to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e) and the Minimum Investment

requirement contained in this Amended Fee Agreement, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. In accordance therewith, the Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2018 or up to December 31, 2023, if the County Council agrees to an extension of the Investment Period by approval of a resolution to that effect, said FILOT Payments to be made annually and collected and enforced pursuant to Section 12-44-90 of the Act. The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County Council approves by passage of a resolution to that effect, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate of 275.9 mils (which millage rate shall remain fixed for the term of this Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years if the County Council approves the longer period by passage of a resolution to that effect.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Amended Fee Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Amended Fee Agreement payment of all FILOT Payments under this Section 4.01 relating to the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Amended Fee Agreement for the investment in the Project without the express, written consent of the County Council.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent

thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the FILOT Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of FILOT Payments already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not met the Minimum Investment by the end of the Investment Period, then beginning with the payment due in 2019, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes that would have been payable to the County with respect to the Project through and including 2018 using the calculations described in this Section, over, (ii) the total net

amount of FILOT Payments (including Special Source Revenue Credits) actually made by the Company with respect to the Project through and including 2018. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below \$2,600,000 (without regard to depreciation), during the first five (5) years that the Special Source Revenue Credits are in effect, the FILOT Payment to be paid to the County by the Company from such respective point on, for the duration of this Amended Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and payments in lieu of *ad valorem* taxes and Special Source Revenue Credits will be terminated at the point at which the investment in the Project, without regard to depreciation, falls below such \$2,600,000.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement approved by the County Council by passage of a resolution to that effect, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Special Source Revenue Credits.

A. The County agrees that the Company shall be entitled to Special Source Revenue Credits, to be taken as a set off against the FILOT Payments for the Project owed, pursuant to Section 4.1, hereof, in each of five (5) consecutive years of such FILOT Payments, beginning with the FILOT Payment due and payable January 15, 2016 and concluding with the FILOT payment due on January 15, 2020, in an annual amount equal to fifty percent (50%) of the net FILOT Payments (after payment of the amount due the multi-county park partner county) generated by the Project commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds the Minimum Investment requirement and the number of new full-time jobs equals or exceeds the Minimum Job Creation requirement and continuing for the next four (4) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Special Source Revenue Credits may be taken by the Company only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the Code. At no time shall the aggregate of Special Source Revenue Credits received by the Company exceed the certified amount of Qualified Improvements.

B. Company agrees to provide, no later than May 31 of each year, at the Company's expense, a report containing the calculation of the Special Source Revenue Credits. The Company may select the party preparing the report subject to the consent of the County, the County's consent not to be unreasonably withheld. The County consents to the preparation of the report by the Company's internal accountants or third party accounting or consulting firm whose services the Company uses on a regular basis.

C. The Company shall be responsible for certifying annually to the County Auditor, no later than May 31 of each year, the amount of Qualified Improvements incurred, and for claiming the

credit on any tax (fee in lieu of tax) calculations required by law to be submitted by the Company. The Company shall include in the annual certification a certification that the Company is in compliance with Minimum Investment requirement and Minimum Jobs Creation requirement as of the date of certification.

D. The Special Source Revenue Credit shall be applied as a setoff against the FILOT owed for the then current year.

E. THIS AMENDED FEE AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE PORTION OF THE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY WITH RESPECT TO THE PROJECT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY 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 COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.6 Collection and Enforcement of FILOT Payments. The FILOT Payments shall be collected and enforced in accordance with Section 12-44-90 of the Act.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Amended Fee Agreement.

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Amended Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company,

subject to the provisions of Section 4.5, hereof. Subject to the terms and provisions of this Amended Fee Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.5 hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the

substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.11 Indemnification Covenants. The Company agrees to indemnify and save the County, its employees, officers, and agents, including, but not limited to, the County Council and its individual members (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Amended Fee Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

Section 4.12 Access to Records; Confidential Information.

A. Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense

B. The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Amended Fee Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.13 Assignment and Subletting. This Amended Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to the Minimum Investment requirement and Minimum Jobs Creation requirement, the following shall be "Events of Default" under this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILÓT Payments described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.14 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Amended Fee Agreement and Special Source Revenue Credits; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Amended Fee Agreement, including, without limitation, those actions previously specified in this Amended Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be

herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including, but not limited to, the review and approval of this Amended Fee Agreement and related documents. Further if the Company shall default under any of the provisions of this Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when (i) delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable

national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Lancaster County
 ATTN: County Administrator
 County Administrator's Office
 P.O. Box 1809 (29721)
 101 N. Main Street, 2nd Floor (29720)
 Lancaster, SC
 Telephone: (803) 416-9300

WITH A COPY TO (WHICH SHALL NOT CONSTITUTE NOTICE FOR PURPOSES OF THIS AMENDED FEE AGREEMENT):

McNair Law Firm, P.A.
ATTN: J. Michael Ey
P.O. Box 11390 (29211)
1221 Main Street, 18th Floor (29201)
Columbia, SC
Telephone: 803-799-9800

AS TO THE COMPANY: DLS Tire Centers, Inc.
 9057 Northfield Drive
 Fort Mill, SC 29715

WITH A COPY TO (WHICH SHALL NOT CONSTITUTE NOTICE FOR PURPOSES OF THIS AMENDED FEE AGREEMENT):

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of

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

Section 5.3 Counterparts. This Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the

maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except as to FILOT Payments, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 5.11 Membership Commitment. The Company agrees to be a member of the Lancaster County Economic Development Corporation and the Lancaster County Chamber of Commerce.

Section 5.12 Job Training. The Company agrees to use (i) the County's job training programs for the purpose of job training and for identifying potential employees, and (ii) if needed, the York Commission for Technical Education's workforce training program for purposes of job training (ReadySC).

Section 5.13 Filings and Reports.

A. Each year during the term of this Amended Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the South Carolina Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

B. The Company shall cause the filing of a copy of this Amended Fee Agreement and a copy of its completed Form PT-443 of the South Carolina Department of Revenue, to be filed with the County Auditor and the County Assessor of the County and the multi-county park partner county and the South Carolina Department of Revenue within thirty (30) days after the date of execution and delivery of this Amended Fee Agreement by all parties.

Section 5.14 Cessation of Operations. Notwithstanding any other provision of this Amended Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Amended Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.14, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.2 relating to clawback apply if this Amended Fee Agreement is terminated in accordance with this section prior to the end of the Investment Period and before the Company has achieved the Minimum Investment requirement and the Minimum Jobs Creation requirement. The Company agrees that if this Amended Fee Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested and the Company has caused this Agreement to be executed by its respective authorized officer, effective the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

DLS TIRE CENTERS, INC.,
a South Carolina corporation

By: _____
Its:

EXHIBIT A to the Amended Fee Agreement

DLS TIRE CENTERS, INC. PROPERTY

Tax Map No. 0010-00-050.08
9057 Northfield Drive
Ft Mill, SC 29715

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.