

FILED
OFFICE OF CLERK
OF COURT
2016 DEC -2 AM 8:59
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)
ORDINANCE NO. 2016-1419

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND CENTRAL WIRE, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law"), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(b) Central Wire, Inc. is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties (the "Company"), in personal property to be located in the County, the cost of which is estimated to be approximately Two Million Dollars (\$2,000,000) over five (5) years (the "Project");

(c) pursuant to Resolution No. 0928-R2016, adopted August 22, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

(d) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement between the County and the Company (the "Credit Agreement"), which provides for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments to be determined in connection with the Project, with such credits not exceeding, in the aggregate, \$79,467, and with no such credits to be provided for County property tax years beginning after December 31, 2023; and

(e) it appears that the Credit Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Credit Agreement.

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Credit Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

(b) The Project and the payments in lieu of taxes referenced 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.

(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 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 to the public.

Section 4. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Credit Agreement include: (i) investment in personal property of approximately \$2,000,000; (ii) facility operation benefit of \$493,643; and (iii) employee benefit of \$5,267. The total benefit is estimated at \$498,910;

(b) The cost of providing the incentives arrangement is estimated at: (i) operational costs of \$137,760; and (ii) employee costs of \$13,806. The total cost is estimated at \$151,566.

(c) The benefit to cost ratio is estimated at \$3.29:1.

(d) The value of the special source revenue credits is estimated to be approximately \$79,467.

(e) Over a five-year period, approximately eighteen (18) new, full-time jobs will be created.

Section 5. Approval and Execution of Credit Agreement.

The form, terms, and provisions of the Credit Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Credit Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form as attached to this ordinance 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 officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Credit Agreement attached to this ordinance.

Section 6. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Credit Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Credit Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 7. 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 Credit Agreement and the performance of all obligations of the County under and pursuant to the Credit Agreement.

Section 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 28th day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

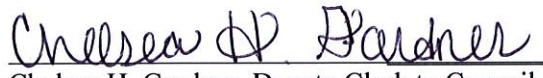


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Chelsea H. Gardner, Deputy Clerk to Council

First Reading:	October 24, 2016	Passed 6-0
Second Reading:	November 14, 2016	Passed 6-0
Public Hearing:	November 28, 2016	
Third Reading:	November 28, 2016	Passed 6-0

Exhibit A to Ordinance No. 2016-1419

**Special Source Revenue Credit Agreement
Lancaster County, South Carolina and Central Wire, Inc.**

See attached.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

CENTRAL WIRE, INC.

**DATED
AS OF
NOVEMBER 28, 2016**

TABLE OF CONTENTS

	PAGE
ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS	2
SECTION 1.1 <i>Rules of Construction; Use of Defined Terms</i>	2
SECTION 1.2 <i>Definitions</i>	2
SECTION 1.3 <i>Amended Agreements and Documents</i>	4
ARTICLE II LIMITATION OF LIABILITY	4
SECTION 2.1 <i>Limitation of Liability</i>	4
ARTICLE III REPRESENTATIONS AND COVENANTS	4
SECTION 3.1 <i>Representations of the County</i>	4
SECTION 3.2 <i>Covenants by the County</i>	4
SECTION 3.3 <i>Representations of the Company</i>	4
ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE	
CREDIT; TERM	4
SECTION 4.1 <i>Payments-in-Lieu-of-Taxes</i>	4
SECTION 4.2 <i>Special Source Revenue Credit</i>	5
SECTION 4.3 <i>Clawbacks</i>	5
SECTION 4.4 <i>Term</i>	6
ARTICLE V EFFECTIVE DATE	6
SECTION 5.1 <i>Effective Date</i>	6
ARTICLE VI SPECIAL COVENANTS	6
SECTION 6.1 <i>Confidential Information</i>	6
SECTION 6.2 <i>Indemnification Covenants</i>	7
SECTION 6.3 <i>Assignment</i>	8
ARTICLE VII EVENTS OF DEFAULT AND REMEDIES	8
SECTION 7.1 <i>Events of Default Defined</i>	8
SECTION 7.2 <i>Remedies on Default</i>	9
SECTION 7.3 <i>No Remedy Exclusive</i>	9
SECTION 7.4 <i>No Additional Waiver Implied by One Waiver</i>	9
SECTION 7.5 <i>Default by County</i>	9
ARTICLE VIII COMPANY OPTION TO TERMINATE	9
SECTION 8.1 <i>Company Option to Terminate</i>	9
ARTICLE IX MISCELLANEOUS	10
SECTION 9.1 <i>Notices</i>	10
SECTION 9.2 <i>Binding Effect</i>	11
SECTION 9.3 <i>Rescission and Severability</i>	11
SECTION 9.4 <i>Reserved</i>	11
SECTION 9.5 <i>Fiscal Year</i>	11
SECTION 9.6 <i>Amendments, Changes and Modifications</i>	11
SECTION 9.7 <i>Execution of Counterparts</i>	11
SECTION 9.8 <i>Law Governing Construction of Agreement</i>	11
SECTION 9.9 <i>Filings</i>	11
SECTION 9.10 <i>Filing of Reports and Certifications</i>	11

SECTION 9.11 *Headings*..... 12
SECTION 9.12 *Further Assurance* 12
SECTION 9.13 *Administrative Expenses* 12

AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this "Agreement") is made and entered into as of November 28, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and CENTRAL WIRE, INC., a Pennsylvania corporation (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the "MCP Laws") and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law") (collectively, the MCP Laws and SSRC Law are referred to as the "Acts") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the MCP Laws, the County and Chesterfield County have entered into an Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015 (the "Master Park Agreement");

WHEREAS, the County, by enactment of Ordinance No. 2016-1420 on November 28, 2016, and Chesterfield County, by enactment of Resolution No. 2016-__ on _____, 2016, have included in the Master Park Agreement the Company's property located at 1552 Cedar Pines Lake Road (Tax Map No. 0063-00-067.00) (the "Land");

WHEREAS, pursuant to Resolution No. 0928-R2016, adopted on August 22, 2016 (the "Inducement Resolution"), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of tax ad valorem tax payments to be made by the Company; and (ii) locate the Company's Land in an MCP Park;

WHEREAS, the Company has committed to invest at least two million dollars ((\$2,000,000)) and to create not less than eighteen (18) Jobs (as defined below) in connection with the Project (as defined below); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS

SECTION 1.1 *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

SECTION 1.2 *Definitions.*

“Acts” has the meaning set forth in the Recitals.

“Administrative Expenses” has the meaning set forth in Section 9.13 of this Agreement.

“Agreement” means this Special Source Revenue Credit Agreement dated as of November 28, 2016, between the County and the Company.

“Clawback Achievement Percentage” has the meaning set forth in Section 4.3(b).

“Clawback Minimum Investment Requirement” shall mean an investment in the Project of at least \$2,000,000 by the Company within the Investment Period.

“Clawback Minimum Jobs Requirement” shall mean the creation, not later than the end of the Investment Period, and maintenance, through the Investment Period, by the Company of at least eighteen (18) new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than thirteen dollars and fifty cents (\$13.50), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

“Company” means Central Wire, Inc., a Pennsylvania corporation qualified to do business in South Carolina, and its successors and assigns.

“County Council” means the governing body of the County.

“County” means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Documents” means the Ordinance and this Agreement.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located on or at the Real Property to the extent such property becomes a part of the Project under this Agreement.

“Event of Default” means any Event of Default specified in Section 7.1 of this Agreement.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

“Inducement Resolution” means Resolution No. 0928-R2016 of the County Council adopted on August 22, 2016, committing the County to enter into this Agreement.

“Infrastructure Improvements” means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits, and personal property, including machinery and equipment, used in the operation of the Project, and the costs thereof.

“Investment Period” means the period beginning on July 1, 2016 and ending on December 31, 2021.

“Jobs” means new, full-time, filled, employment positions in the County in connection with the Project.

“Land” has the meaning set forth in the Recitals.

“MCP Laws” has the meaning set forth in the Recitals.

“Ordinance” means Ordinance No. 2016-1419, enacted by the County Council on November 28, 2016, authorizing and approving this Agreement.

“Park” means the multi-county park jointly developed by the County and Chesterfield County, South Carolina pursuant to the Master Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

“Project” means the Equipment, Improvements, and Real Property owned by the Company.

“Real Property” means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“SCDOR” means the South Carolina Department of Revenue and any successor thereto.

“Special Source Revenue Credit” or **“SSRC”** has the meaning set forth in Section 4.2 of this Agreement.

“State” means the State of South Carolina.

SECTION 1.3 *Amended Agreements and Documents.* Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY

SECTION 2.1 *Limitation of Liability.* This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

ARTICLE III REPRESENTATIONS AND COVENANTS

SECTION 3.1 *Representations of the County.* The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this 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 Agreement.

SECTION 3.2 *Covenants by the County.* The County covenants with the Company to maintain the Land in the Park through December 31, 2024.

SECTION 3.3 *Representations of the Company.* The Company represents that (i) it is a corporation organized, validly existing, and in good standing under the laws of the State of Pennsylvania, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM

SECTION 4.1 *Payments-in-Lieu-of-Taxes.*

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such ad valorem property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as ad valorem taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment by providing the written notice of election to do so as set forth in the definition of "Infrastructure Improvements" in Section 1.2 hereof, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

SECTION 4.2 *Special Source Revenue Credit.*

(a) Pursuant to and subject to the provisions of this Section, the Company is entitled to a Special Source Revenue Credit ("SSRC") against its Payments-in-Lieu-of-Taxes equal to fifty percent (50%) of the Payments-in-Lieu-of-Taxes due in connection with the Project, which SSRC shall not exceed a total cumulative dollar amount of \$79,467, and no SSRC shall be provided for any County property tax year beginning after December 31, 2023.

(b) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

SECTION 4.3 *Clawbacks.*

(a) If the Company does not satisfy either the Clawback Minimum Investment Requirement or the Clawback Minimum Jobs Requirement, or both, the Company shall be required to repay to the County a portion of the SSRC received, and the repayment amount shall be calculated as follows:

Repayment Amount = total dollar amount of SSRC received minus [dollar amount of SSRC received times Clawback Achievement Percentage].

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$2,000,000) + (Maximum Number of Jobs Meeting Clawback Minimum Jobs Requirement / 18)] ÷ 2. *Provided, however*, that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Company created 20 jobs meeting the Clawback Minimum Jobs Requirement but only achieved a maximum investment of \$1,600,000, and if the Company had received \$70,000 in SSRCs, the Repayment Amount would be \$7,000, calculated as follows:

Clawback Achievement Percentage = (\$1,600,000 / \$2,000,000) + (20/18) ÷ 2 = (80% + 100%) ÷ 2 = 180% ÷ 2 = 90%

Repayment Amount = \$70,000 - (\$70,000 x 90%) = \$70,000 - \$63,000 = \$7,000.

(b) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this subsection, 'ceases operations' means closure of the principal Project facility. The provisions of subsection (a) above, relating to clawback apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if this 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.

SECTION 4.4 Term. The term of this Agreement shall be from the effective date of this Agreement until December 31, 2024 unless earlier terminated pursuant to Section 4.3(b) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

ARTICLE V EFFECTIVE DATE

SECTION 5.1 Effective Date. This Agreement shall become effective as of the date first written above.

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1 Confidential Information.

(a) The 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.

(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 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 6.2 *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 6.3 Assignment. With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 7.2 Remedies on Default. Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the Acts relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power 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.

SECTION 7.4 No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 7.5 Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE VIII COMPANY OPTION TO TERMINATE

SECTION 8.1 Company Option to Terminate. From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination. The Company agrees that if this 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.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Central Wire, Inc.
1552 Cedar Pines Lake Road
Lancaster, SC 29720
Attention: Chris Charron

With a copy to:

Nelson Mullins Riley & Scarborough LLP
1320 Main Street
17th Floor
Columbia, SC 29201
Attention: George B. Wolfe, Esq.

To the County:

County of Lancaster
Attn: County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

With Copy to:

County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 9.2 *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 9.3 *Rescission and Severability.* In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

SECTION 9.4 *Reserved.* Reserved.

SECTION 9.5 *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

SECTION 9.6 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

SECTION 9.7 *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 9.8 *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 9.9 *Filings.* The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

SECTION 9.10 *Filing of Reports and Certifications.*

(a) The Company agrees to certify to the County Auditor on or before June 1 of each applicable year that the Company has complied with the investment and job requirements contained in Section 4.3 of this Agreement for the immediately preceding calendar year. For example, the Company would be required to certify to the County Auditor on or before June 1 of 2019 that the Company had complied with the investment and job requirements applicable to the calendar year 2018. If the certification is not made on or before June 1 of the applicable year,

the Company shall not receive the SSRC provided for in Section 4.2 for that year (in the above example, 2019).

(b) Each year during the term of this Agreement, the Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the SCDOR with respect to the Project, not later than 30 days following delivery thereof to the SCDOR.

(c) The Company shall cause a copy of this Agreement to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a multi-county park pursuant to the MCIP Law, and the SCDOR within 30 days after the date of execution and delivery of this Agreement by all parties hereto.

SECTION 9.11 *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

SECTION 9.12 *Further Assurance.* From time to time 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 Agreement.

SECTION 9.13 *Administrative Expenses*


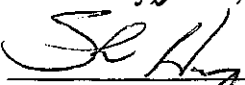
(a) Subject to a cap of four thousand dollars (\$4000.00), the Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

(b) In addition to the reimbursement of Administrative Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred dollars (\$500.00).

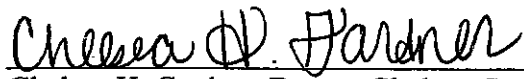
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and
CENTRAL WIRE, INC., pursuant to due authority, have duly executed this Special Source
Revenue Credit Agreement, all as of November 28, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

By: 
Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:


Chelsea H. Gardner, Deputy Clerk to Council

CENTRAL WIRE, INC.

By: _____
Name: _____
Title: _____