

**RESOLUTION NO. \_\_\_\_\_**

**AN INDUCEMENT RESOLUTION WITH RESPECT TO PROJECT CHERRY  
BLOSSOM**

WHEREAS, **Greenville 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 the Fee in Lieu of Tax Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “FILOT Act”) to execute a fee agreement (as such term is defined in the FILOT Act) with a company through which powers the economic 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, a South Carolina corporation known to the County at this time as Project Cherry Blossom (the “Company”) is considering acquiring by construction, purchase and/or lease certain land, buildings, other improvements on the land, machinery, apparatus, equipment, office facilities and furnishings to be installed therein for the purpose of operating a manufacturing and distribution facility in the County (the “Project”), involving an otherwise fully taxable investment in the County of not less than \$10,000,000 and a target investment (whether or not otherwise fully taxable) of \$11,500,000, and the expected, but not required, creation of at least 140 full-time jobs in connection therewith, within five (5) years; and

WHEREAS, the County wishes to induce the Company to undertake the Project by offering the inducements set forth hereinbelow.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

Section 1. It is hereby found, determined and declared on the basis of the information supplied to it by the Company as follows:

- a. The Company is or will be engaged in the business of manufacturing and distribution, and the Project will be located in the County.
- b. The Project will constitute a “project” as said term is referred to and defined in Section 12-44-30 of the FILOT Act and will subserve the purposes of the FILOT Act.
- c. The Project is anticipated to benefit the general welfare of the County by providing services, employment 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 are proper governmental and public purposes, and the benefits of the Project to the public will be greater than the costs.

Section 2. Pursuant to the authority of the FILOT Act, for the purpose of authorizing a fee agreement providing for the payment of fees in lieu of tax pursuant to Section 12-44-50(A) of the FILOT Act, and subject to the remaining provisions of this Resolution, there is hereby authorized to be executed a fee agreement between the County and the Company pertaining to the Project involving an otherwise fully taxable investment of at least Ten Million Dollars (\$10,000,000) and target investment (whether or not otherwise fully taxable) of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) (the "Fee Agreement"). The Fee Agreement shall provide that the Company shall make payments or shall pay fees in lieu of *ad valorem* property taxes, as applicable under the FILOT Act for a period of twenty years for each portion of the Project. Such payments or fees shall be made during the term of the Fee Agreement in amounts not less than the *ad valorem* taxes that otherwise would be due on the Project, but using a fixed assessment ratio of six percent (6%), a millage rate equal to the cumulative rate in effect for all taxing entities at the site of the Project as of June 30, 2013, namely 278.2 mills, which rate shall be fixed for a period of twenty years, and a fair market value estimate using original cost less allowable depreciation for the personal property, including any replacement property (as adjusted for all applicable *ad valorem* tax exemptions). The assessment ratio and millage rate shall be fixed during the entire term of the Fee Agreement.

Section 3. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details and maturity provisions of the Fee Agreement shall be prescribed by, and are subject to the enactment of, a subsequent ordinance of the County Council; provided, that such Fee Agreement shall contain the agreement on the part of the Company to reimburse the County for its related out of pocket expenses, including legal expenses, and to provide indemnification of the County and its officials in connection with the Project and the Fee Agreement, all in form as typically required under County fee in lieu of tax documentation.

Section 4. The County, should the Company request, will use its best efforts to ensure that the Project will be included within the boundaries of a multi-county park established by the County pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended, such that the maximum tax benefits afforded by the laws of the State for projects located in multi-county industrial parks will be available to the Company for jobs created by the Company prior to the end of that period which is five (5) years from the end of the property tax year in which any portion of the Project is first placed in service.

Section 5. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating the inducement of the Project.

Section 7. Notwithstanding the above, the execution and delivery by the County of the Fee Agreement are subject, in all events, to the compliance by the County Council with the provisions of the Home Rule Act and the laws of the State regarding enactment of all required ordinances.

Done in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council of Greenville  
County, South Carolina

By: \_\_\_\_\_  
Greenville County Administrator

ATTEST:

By: \_\_\_\_\_  
Clerk, County Council of Greenville  
County, South Carolina