

RESOLUTION NO. _____

AN INDUCEMENT RESOLUTION WITH RESPECT TO PROJECT SNAP PEA

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, Project Snap Pea, the code name for a Michigan corporation (the “Company”) is considering the improvement of its existing manufacturing facilities located in the County by the acquisition, installation and construction of machinery, apparati, fixtures and equipment (the “Project”); 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 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 will not give rise to any 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, and 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, there is hereby authorized to be executed a fee agreement between the County and the Company pertaining to the Project (the “Fee Agreement”) involving non-exempt investment of at least Ten Million Dollars (\$10,000,000) during the period beginning January 1, 2014 and ending December 31, 2019 (the “Investment Period”). 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. Such payments or fees shall be made during the term of the Fee Agreement, which shall be for a twenty-year period for each annual phase of investment during the Investment Period, in amounts not less than the *ad valorem* taxes

that otherwise would be due on the Project, but using an assessment ratio of six percent (6%), a fixed millage rate at the rate applicable to the Company's manufacturing facility in the County in effect as of June 30, 2014, 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. The Company shall have the maximum time permitted by the FILOT Act in which to complete its investment in the Project.

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 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. 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 5. It is the intention of the County Council that this resolution shall constitute an "inducement resolution" (as such term is defined in the FILOT Act).

Section 6. 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. Further, the County Council is adopting this Resolution with the understanding that the Company shall pay the County's reasonable attorneys' fees incurred in the negotiation, drafting and approval of all documentation pertaining to the fee in lieu of *ad valorem* tax referred to herein, including without limitation this Resolution.

Done in meeting duly assembled this ____ day of _____, 2014.

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

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