

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (the “Agreement”) between GREENVILLE COUNTY, SOUTH CAROLINA, (the “County”) a body politic and corporate and a political subdivision of the State of South Carolina, (the “State”) and a company to be known for the time being as Project Meadowlark, acting for itself or through an affiliate (the “Company”);

W I T N E S S E T H:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, acting by and through its County Council (the “Council”), is authorized pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “Code”), particularly Title 4, Chapters 1 and 9 of the Code (as to Section 4-1-170 thereof, the “Multi-County Park Act” or as to Section 4-1-175 thereof, the “Special Source Act” and, collectively, the “Act”) and Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve Projects through which the economic development of 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; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax payments with respect to a Project; (iii) to permit investors to claim special source credits against their fee in lieu of *ad valorem* tax payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of Special Source Credits.

(b) The Company proposes to expand its corporate headquarters and distribution facilities currently located within the County (as to the expansion property only, the “Project”). The Company anticipates that, should its plans proceed as expected, it will invest at least Six Million Five Hundred Thousand Dollars (\$6,500,000) in the Project and create at least 150 new, full-time equivalent jobs, with benefits, within the County by the end of the Compliance Period (defined below).

(c) The County has (i) given due consideration to the economic development impact of the Project, (ii) determined on the basis of the information supplied to it by the Company that the Project would subserve the purposes of the Act, and (iii) determined

that the Project would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County. Based upon such determinations, and in consideration of the additional jobs and additional investment created by the Company, which contribute to the tax base and the economic welfare of the County, the County wishes to induce the Company to acquire and construct the Project within the boundaries of the County, and, in furtherance thereof and subject to the terms of this Agreement, proposes to make available to the Company the incentives set forth herein, all as approved by the Resolution.

ARTICLE II

COMPANY COMMITMENTS

Section 2.1. The Company agrees that it will invest at least Six Million Five Hundred Thousand Dollars (\$6,500,000) in the Project, including without limitation all architectural and engineering and similar costs chargeable to the capital account of the Project, (the “Minimum Investment Requirement”) and create no fewer than 150 new, full-time equivalent jobs, with benefits, at the Project (the “Minimum Job Requirement” and, together with the Minimum Investment Requirement, the “Company Commitments”) within five years from the end of the first property tax year in which the Company places in service assets comprising part of the Project (the “Compliance Period”).

ARTICLE III

SPECIAL SOURCE CREDITS

Section 3.1. In consideration of such investment and job creation by the Company and other economic development considerations to be derived by the County and the community from the Project and to induce the Company to locate the Project within the County, as reimbursement for the Company’s investment in certain Special Source Improvements and subject to the requirements of the Special Source Act, the County agrees that the Company shall be entitled to claim annual Special Source Credits in an amount equal to twenty-five percent (25%) of each of the first ten (10) annual fee in lieu of tax payments with respect to the Project. In no event shall the aggregate amount of the Special Source Credits exceed the amount heretofore or hereafter expended by the Company with respect to Special Source Improvements relating to the Project.

Section 3.2. The failure of the Company to reach the Company Commitments by the end of the Compliance Period shall give the County the right to adjust or terminate the Special Source Credits prospectively.

ARTICLE IV

MULTI-COUNTY PARK

Section 4.1. The County will diligently take all reasonable acts to insure that the Project will be included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act on terms which provide, for all

jobs created by the Company in the County prior to the end of the Compliance Period, any additional jobs tax credit afforded by the laws of the State for Projects located in multi-county industrial or business parks and which facilitate the Special Source Credits described in Article III hereof.

ARTICLE V

ADDITIONAL UNDERTAKINGS BY THE COMPANY

Section 5.1. The Company agrees as follows:

(a) To perform such further acts and adopt such further proceedings as may be reasonably required faithfully to implement its undertakings and consummate the renovation, expansion and equipping of the Project; and

(b) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the acquisition, construction, operation, and use of the Project.

(c) To reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions; provided that, the parties understand that, based upon the County attorney's current understanding of the transaction, the fees will not exceed \$4,000.00 for review of this Agreement, any final contract and any related procedural documents;

Section 5.2. The County hereby authorizes the Company, at its option, to cause all or part of the Project to be constructed and/or acquired by any developer in a build-to-suit arrangement or by an Affiliate of the Company (as hereinafter defined) and to enter into financing arrangements with respect to the Project, including without limitation equipment leases and other financing arrangements where a financing entity is the owner of all or part of the Project for income tax purposes. Capital expenditures by the Company or by any such developer, Affiliate or financing entity with respect to the Project shall count toward all investment requirements hereunder and, to the extent permitted by law, under the Code.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1. Notwithstanding anything else in this Agreement to the contrary, all commitments of the County hereunder are subject to all of the provisions of the Code and to other laws of general state and local application, including without limitation any requirement thereunder for the adoption of ordinances by the County as a prerequisite to fulfilling such commitments, and to existing agreements.

Section 6.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company

agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 6.3. In so far as is legally and practically possible, the County will perform such other acts and adopt such further proceedings as may be required to faithfully implement this Agreement. The County through the Chairman of the Council and/or the County Administrator is authorized to enter into any other documents or agreements consistent with the terms of this Agreement.

Section 6.4. If for any reason this Agreement is not executed and delivered by the Company within one (1) year after execution and delivery by the County, the provisions of this Agreement shall be canceled and neither party shall have any rights against the other, and no third parties shall have any rights against either party. The parties understand that, even after execution of this Agreement, the Company may choose not to proceed with the Project, in which event neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 6.5. To the extent allowable under the Act, the Company may assign all or a part of its rights and/or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of the Company to any financial institution or other lender, any corporation, limited liability company, partnership or other person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder or owner of the Company (“Affiliates”), or to any person or company which subleases the Project to the Company or any of its Affiliates and any of the foregoing conveyances are hereby approved by the County. The County agrees, upon the request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 6.6 The failure of the Company to reach the Company Commitments shall not constitute an event of default by the Company, but shall give the County the right to adjust or terminate prospectively the Special Source Credits pursuant to Section 3.2 hereof.

Section 6.7. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers. No amendment, modification, or termination of the Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by the parties.

Section 6.8 This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Robert R. Taylor, Chairman, County Council
Greenville County, South Carolina

By: _____
Joseph M. Kernell, County Administrator
Greenville County, South Carolina

[SEAL]

Attest:

By: _____
Theresa B. Kizer, Clerk to County Council
Greenville County, South Carolina

Date: _____, 2015

PROJECT MEADOWLARK

By: _____
Name: _____
Its: _____

Date: _____, 2015