

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA, DRIVE AUTOMOTIVE INDUSTRIES, INC., AND MGSC001 LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT DOUBLE EAGLE I), INCLUDING ANY RELATED OR AFFILIATED ENTITIES AND ANY SPONSOR AFFILIATES, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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 Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such 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 or remain in the State and thus utilize and employ the manpower, products and 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 FILOT Act, and in order to induce investment in the County, the County Council previously approved, by enactment of Resolution No. 1955 on December 5th, 2023, an Inducement Agreement dated December 5, 2023 (the “*Inducement Agreement*”) with the entities identified at that time as “Project Eagle,” including any related or affiliated entities and any Sponsor Affiliates (as defined in the FILOT Act) (“*Project Entities*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of automotive components (collectively, the “*Original Project*”); and

WHEREAS, the Project Entities previously represented that the Original Project would involve a collective investment of approximately \$74,000,000 in the County and the expected creation of approximately 200 new, full-time jobs in the County, all within a five year investment period; and

WHEREAS, the Project Entities have subsequently represented that the scope of the Original Project has expanded to encompass two separate projects and will now involve a collective investment of approximately \$198,000,000 and the expected creation of approximately 200 new, full-time jobs at two locations in the County, all within the Investment Period (the “*Expanded Project*”); and

WHEREAS, the Expanded Project includes (i) a project with an expected investment of approximately \$102,000,000 and an expected job creation of 50 new, full-time jobs (“*Project Double Eagle I*”) and (ii) a separate project with an expected investment of approximately \$96,000,000 and an expected job creation of 150 new, full-time jobs (“*Project Double Eagle II*”); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Project Entities that Project Double Eagle I would be a “project” and “economic development property” as such

terms are defined in the FILOT Act, and that Project Double Eagle I would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause Project Double Eagle I, to the extent not already therein located, to be placed in a joint county industrial and business park such that Project Double Eagle I will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the applicable Project Entities (the "**Fee Agreement**"), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the applicable Project Entities with respect to Project Double Eagle I, and (b) provide for certain special source credits to be claimed by the applicable Project Entities against their payments of fees-in-lieu-of taxes with respect to Project Double Eagle I pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Project Entities, it is hereby found, determined and declared by the County Council, as follows:

(a) Project Double Eagle I will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) Project Double Eagle I is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Project Double Eagle I will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by Project Double Eagle I, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of Project Double Eagle I are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized, empowered and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the applicable Project Entities and cause a copy of the same to be delivered to the Greenville

County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, the County Administrator's execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized, empowered 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 thereunder.

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

ENACTED in meeting duly assembled this third day of December, 2024.

GREENVILLE COUNTY, SOUTH CAROLINA

Chairman of County Council

County Administrator

Attest:

Deputy Clerk to County Council

First Reading: November 5, 2024
Second Reading: November 19, 2024
Third Reading: December 3, 2024
Public Hearing: November 19, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, the undersigned Clerk to County Council of Greenville County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of November 5, 2024, November 19, 2024, and December 3, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Deputy Clerk to County Council,
Greenville County, South Carolina

Dated: _____, 2024