

STATE OF SOUTH CAROLINA     )  
   )     A RESOLUTION 2016-4-460-R  
BARNWELL COUNTY                     )

TO AMEND THE AGREEMENT FOR A JOINT COUNTY INDUSTRIAL PARK AMONG ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE PROJECT PROPERTY FOR HALEY SOLAR, LLC; AND OTHER MATTERS THERETO RELATED.

WHEREAS, Allendale County, South Carolina (“Allendale”), Bamberg County, South Carolina (“Bamberg”), Barnwell County, South Carolina (“Barnwell”), and Hampton County, South Carolina (“Hampton”) (collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the Quad-County Industrial Park (“Park”), including the portion of the Park known as Park III (“Park III”); and

WHEREAS, in accordance with Section 3(A) of the Counties’ “Amended and Restated Master Agreement for the Establishment of the Quad-County Industrial Park I, Park II, and Park III,” dated May 6, 2013, as amended (“Master Park Agreement”), any of the Counties desiring to add property to their portion of Park III are permitted to do so pursuant to an ordinance approved by the County Council of the county in which the property is located (“Host County”) and resolutions approved by the remaining three counties; and

WHEREAS, Barnwell desires to amend the Master Park Agreement to expand the boundaries of Park III to include property located in Allendale, described more particularly on Exhibit A (“Property”); and

WHEREAS, Allendale County, as the Host County, has agreed to expand the boundaries of Park III to include the Property pursuant to Ordinance No. [   ] adopted December 17, 2015 and attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BARNWELL COUNTY COUNCIL:

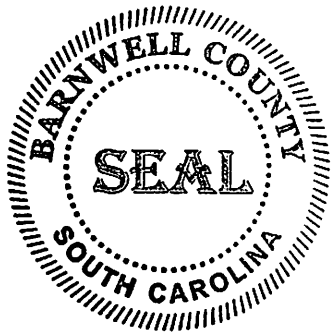
**Section 1. Expansion of Park III Boundaries.** There is hereby authorized an expansion of the Park III boundaries to include the Property described in Exhibit A. The County Council Chairman is hereby authorized to execute and deliver on behalf of the County an amendment to the Master Park Agreement in substantially the form attached hereto as Exhibit C.

**Section 2. Allocation of Park Revenue.** The revenue generated by the inclusion of the Property in the Park shall be allocated among all tax districts within the County in the same manner that such revenue would have otherwise been allocated as if the Project was subject to standard *ad valorem* taxation.


**Section 3. Savings Clause.** If any portion of this Resolution is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions are not affected.

**Section 4. General Repealer.** Any prior resolution or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Resolved this 12<sup>th</sup> day of April 2016.



Attest:

  
\_\_\_\_\_  
Kim Futrell, Clerk to Council  
Barnwell County, South Carolina

BARNWELL COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
David Kenner., Chairman  
Barnwell County Council

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Project Haley/Haley Solar, LLC:**

A leased parcel of approximately 90 acres with easements for access and utilities, located in City of Allendale, County of Allendale, State of South Carolina, as a portion of parcel more commonly known as parcel # 105-00-00-004 & 104-00-00-002 and more specifically described in book 212 page 287 in the Register of Deeds/Register Office for Allendale County, State of South Carolina.

**EXHIBIT B**

**ALLENDALE COUNTY ORDINANCES**

**[ATTACHED]**

**EXHIBIT C**

**AMENDMENT TO MASTER PARK AGREEMENT**

**[ATTACHED]**

# **EXHIBIT B**

**AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT, BY AND BETWEEN ALLENDALE COUNTY, SOUTH CAROLINA AND HALEY SOLAR, LLC, AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; TO PROVIDE FOR ONE OR MORE SPONSOR AFFILIATES; AND OTHER RELATED MATTERS.**

WHEREAS, Allendale County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); (iv) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Allendale County, South Carolina, Bamberg County, South Carolina, and Barnwell County, South Carolina ("Park") through that "Amended and Restated Master Agreement for the Establishment of the Quad-County Industrial Park I, Park II, and Park III," as amended (the "Park Agreement") dated May 6, 2013; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, Haley Solar, LLC, a South Carolina limited liability company, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") and any Sponsor Affiliates (as defined under the Act and the Fee Agreement (defined below)) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately \$8,000,000 in new investment in real and personal property in the County ("Investment"); and

WHEREAS, by its Resolution adopted on November 19, 2015, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or a portion thereof within such tax map parcels bearing Tax Map Numbers 105-00-00-004 and 104-00-00-002, with improvements thereon, a description of which is set forth on the attached Exhibit A ("Project Property"); and

WHEREAS, pursuant to Section 3(A) of the Park Agreement, the boundaries of the Park may be enlarged pursuant to an ordinance approved by the County and resolutions approved by the remaining three counties and, if applicable, any municipality in which the Project is located; and

WHEREAS, the County desires to enlarge the boundaries of Park III to include the Project Property and to ensure that the Project Property remains in the Park or any other multi-county park created under the MCIP Act for no less than the duration of the Fee Agreement; and

WHEREAS, in connection with the Project, the Company has requested the County to enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached as Exhibit B ("Fee Agreement"), but with the principal terms as follows: 30-year, 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2015, which the parties hereto believe to be 512 mills for the entire term of the FILOT arrangement; (ii) to provide an annual credit against those FILOT payments made by the Company and any of the Sponsor Affiliates to the County for the Project equal to twenty percent (20%) of such FILOT payments due for 20 years (each a "Special Source Revenue Credit"); and (iii) any other incentives further set forth in the Fee Agreement attached to this Ordinance (collectively, the "Incentives"); and

WHEREAS, Don M. Houck ("Sponsor Affiliate") (a) intends to participate in the investment under the Fee Agreement; and (b) wishes to be approved by the County as Sponsor Affiliates, pursuant to Section 12-44-10 of the Act and as further defined in the Fee Agreement; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

**NOW, THEREFORE, BE IT ORDAINED BY THE ALLENDALE COUNTY COUNCIL DULY ASSEMBLED THAT:**

**Section 1. Findings.** The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper



governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and (v) the Project will provide a substantial public benefit to the County.

**Section 2. *Authorization to Execute and Deliver Fee Agreement.*** The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council be and it is hereby approved, and all of the terms, provisions, and conditions 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 the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

**Section 3. *Inclusion and Maintenance of Project in Park III.*** The expansion of the Park III boundaries is hereby authorized to include the Project Property, as described on the attached Exhibit A. The County Council Chairman is hereby authorized to execute and deliver on behalf of the County an amendment to the Park Agreement in substantially the form attached hereto as Exhibit D. The County Council shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial park) for no less than the term of the Fee Agreement.

**Section 4. *Allocation of Park Revenue.*** The revenue generated by the Project, including the Project Property, shall be allocated in accordance with County Council Ordinance No. 2015-02 dated September 17, 2015.

**Section 5. *Addition of Sponsor Affiliate(s).*** The County approves the Sponsor Affiliate's participation in the Fee Agreement as Sponsor Affiliates as contemplated under the Act and the Fee Agreement.

**Section 6. *No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.


**Section 7. *Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 8. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 9. Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

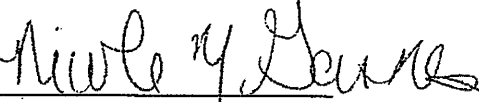
This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

ALLENDALE COUNTY, SOUTH CAROLINA

  
James L. Pinkney Sr., Chairman  
Allendale County Council



(SEAL)

ATTEST: 

Nicole Y. Gaines, Clerk to Council  
Allendale County, South Carolina

First Reading: November 12, 2015  
Second Reading: November 19, 2015  
Third Reading: December 17, 2015  
Public Hearing: December 17, 2015

EXHIBIT A

Project Property Legal Description

A leased parcel of approximately 90 acres with easements for access and utilities, located in City of Allendale, County of Allendale, State of South Carolina, as a portion of parcel more commonly known as parcel # 105-00-00-004 & 104-00-00-002 and more specifically described in book 212 page 287 in the Register of Deeds/Register Office for Allendale County, State of South Carolina.

# EXHIBIT C

STATE OF SOUTH CAROLINA ) AMENDMENT TO MASTER AGREEMENT FOR  
 ) THE ESTABLISHMENT OF THE QUAD-COUNTY  
 COUNTY OF ALLENDALE ) INDUSTRIAL PARK I, PARK II, AND PARK III  
 COUNTY OF BAMBERG ) DATED \_\_\_\_\_ (PROJECT HALEY)  
 COUNTY OF BARNWELL )  
 COUNTY OF HAMPTON )

THIS AMENDMENT ENTERED INTO AS OF THE \_\_\_TH DAY OF \_\_\_\_\_, 2016  
 BETWEEN THE COUNTIES OF ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON,  
 SOUTH CAROLINA

By authority of Ordinance No. \_\_\_\_\_ enacted by the County Council of Allendale  
 County on December 17, 2015, Resolution No. \_\_\_\_\_ enacted by the County Council of  
 Bamberg County on \_\_\_\_\_, 2015, Resolution No. \_\_\_\_\_ enacted by the County Council  
 of Barnwell County on \_\_\_\_\_, 2015, and Resolution No. \_\_\_\_\_ enacted by the County  
 Council of Hampton County on October 21, 2015 for value received, the counties of Allendale, Bamberg,  
 Barnwell, and Hampton agree that: (i) the property described in Exhibit A attached hereto is hereby  
 added to and shall be deemed to be a part of the Master Agreement for the Establishment of the Quad-  
 County Industrial Park I, Park II, and Park III among Allendale, Bamberg, Barnwell and Hampton  
 Counties dated May 6, 2013 (the "Park Agreement"), (ii) the property described in Exhibit A shall not be  
 removed from the Park Agreement, as may be amended from time to time, prior to the expiration of its  
 term without the consent of the applicable property owner, and (iii) the parcels shall be added to Park III  
 as designated in the attached exhibit.

All other terms and provisions of said Agreement shall remain in full force and effect.

*[signature pages to follow]*

WITNESS our hands and seals as of the day first above written.

**ALLENDALE COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: James L. Pinkney Sr.  
Title: Chairman of County Council

(SEAL)

**ATTEST:**

Signature: \_\_\_\_\_  
Name: Nicole Y. Gaines  
Title: Clerk to County Council

WITNESS our hands and seals as of the day first above written.

**BAMBERG COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: Joe Guess Jr.

Title: Chairman of County Council

(SEAL)

**ATTEST:**

Signature: \_\_\_\_\_

Name: Rose R. Shepherd

Title: Clerk to County Council




WITNESS our hands and seals as of the day first above written.




(SEAL)

ATTEST:

Signature:   
Name: Kim Futrell  
Title: Clerk to County Council

BARNWELL COUNTY,  
SOUTH CAROLINA

Signature:   
Name: David Kenner  
Title: Chairman of County Council

WITNESS our hands and seals as of the day first above written.

**HAMPTON COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: Shedron Williams  
Title: Chairman of County Council

(SEAL)

**ATTEST:**

Signature: \_\_\_\_\_  
Name: Aline Newton  
Title: Clerk to County Council

EXHIBIT A

**HALEY SOLAR, LLC PROPERTY (ALLENDALE COUNTY)  
To be added to Park III**

A leased parcel of approximately 90 acres with easements for access and utilities, located in City of Allendale, County of Allendale, State of South Carolina, as a portion of parcel more commonly known as parcel # 105-00-00-004 & 104-00-00-002 and more specifically described in book 212 page 287 in the Register of Deeds/Register Office for Allendale County, State of South Carolina.