

APPENDIX A
Property Located in Kershaw County
Remaining property in Heritage Pointe Industrial Park

PARCEL I: ALL that piece, parcel or tract of land, containing 14.5 acres, more or less, and bound as follows: NORTH by Business Parkway; EAST by property of Target Corporation; SOUTHWEST by property of Margaret Downs and Jerrel Campbell; and WEST by U.S. Highway 601.

PARCEL II: ALL that piece, parcel or tract of land, containing 41.56 acres, more or less, and bound as follows: NORTHEAST by property of C. Ray Miles; SOUTHEAST by property of Target Corporation; SOUTH by Target Corporation and property of South Carolina Yutaka Technologies, Inc.; and WEST by South Carolina Yutaka Technologies, Inc., U.S. Highway 601 and Frontage Road.

The above tracts of land are property of Fairfield Electric Cooperative, Inc. and a portion of that property conveyed by Deed of Kershaw County, South Carolina dated March 24, 1997, recorded May 13, 1997 in Deed Book 521, at Page 211 and a portion of property conveyed by Deed of Pinder Hill Associates, a South Carolina partnership dated February 26, 1999, recorded March 2, 1999 in Deed Book 734, at page 123.

TMS#: A portion of 324-00-00-008 and a portion of 338-00-00-069

APPENDIX A
PROPERTY LOCATED IN FAIRFIELD COUNTY
Property Description

PARCEL 1: All that certain piece, parcel or lot of land, with the improvements thereon, lying, being and situate at the southwest corner of Means and Church Streets, in the Town of Ridgeway, in Fairfield County, in the State aforesaid, having such special shape, metes and bounds as are represented by the plat thereof referred to hereinbelow, containing eight (8) acres, more or less, bounded on the northwest by Church Street, which is also known as State Highway 3, and measuring thereon 447 feet, on the northeast by lot of Martin and lot now or formerly of M.H. Traylor, Jr., on the southeast by lands of M.H. Traylor, Jr., lands of Aimwell Presbyterian Church, lot of Hinnant, and by lot of Fairfield County, and on the west and southwest by Means Street, by lot of Goodson, lot now or formerly of Hinnant, and being more fully shown and delineated on plat made by Paul Ramsing, R.L.S., for Ridgeway Investment Corporation, dated October 14, 1969, recorded October 14, 1969, in the office of the Clerk of Court for Fairfield County in Plat Book 7 at page 244, revised July 4, 1971, and re-recorded July 23, 1971, in Plat Book 7 at page 277, further revised August 23, 1978, and re-recorded August 25, 1978 in Plat Book 10 at page 98, and being the identical premises heretofore conveyed to Charm Corporation of South Carolina by Ridgeway Investment Corp. by deed dated September 16, 1976, and recorded September 16, 1976, in the Office of the Clerk of Court of Fairfield County in Deed Book "ES" at page 463.

PARCEL 2: All that certain parcel or lot of land lying, being and situate at the southwestern corner of Church and Means Streets, in the Town of Ridgeway, in Fairfield County, in the State aforesaid, containing one and thirty-nine hundredths (1.39) acres, and designated as Parcel "A" on a plat by Glenn Brothers Land Surveying Company, by William T. Glenn, III, R.L.S., for Mrs. P.R. Scott and Charles C. Moore, dated the 22nd day of October 1976, and recorded in the office of the Clerk of Court of Fairfield County in Plat Book 9 at page 146, and bounded on the NORTHWEST by Church Street, whereon it measures 266.51 feet measuring along the center line of said street; on the EAST by Means Street, and measuring thereon along the center line of said street 365.67 feet; on the SOUTHEAST by lot of Ruff and Company, whereon it measures 139.82 feet; to the center of Means Street; on the WEST by the elevated water tank lot of Town of Ridgeway, whereon it measures 54 feet; on the SOUTH by said tank lot, whereon it measures 30.5 feet; also on the WEST by Parcel "B" on said plat, which is about to be conveyed to Ruff and Company, and by lot of Thomas, whereon it measures 185.76 feet; and being identical tract heretofore conveyed to Charm Corporation of South Carolina by Charles C. Moore and Marguerite R. Scott by deed dated December 31, 1976 and recorded in the Office of the Clerk of Court for Fairfield County in Deed Book "ES" at page 1547.

PARCEL 3: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Fairfield, in the State of South Carolina, in the Town of Ridgeway, containing one-half (1/2) acre, more or less, and being bounded as follows, to wit: On the North and East by lands now or formerly of the Ridgeway Land and Improvement Company; on the South by Lands formerly of Nancy Lauhon, and now of Ralph W. Goodson; and on the West by Means Street, and being shown and delineated as Lot 2 on plat prepared by Glenn Brothers Land Surveying Company, by William T. Glenn, III, R.L.S., dated April 29, 1977, recorded in the office of the Clerk of Court of Fairfield County in Deed Book "FF" at page 86, and being the identical premises heretofore conveyed to Charm Corporation of South Carolina by Estelle R. Hinnant by deed dated February 12, 1977 and recorded in the Office of the Clerk of Court for Fairfield County in Deed Book "EW" at page 208.

PARCEL 4: All that certain parcel or lot of land lying, being and situate in the Town of Ridgeway, in the County of Fairfield, in the State of South Carolina, containing 3.28 acres, more or less, and having such special shape, metes and boundaries as are shown on a plat thereof made by Glenn Brothers Land Surveying Company, by William T. Glenn, III, R.L.S., for Charm Corporation, dated March 13, 1978, and recorded in the Office of the Clerk of Court for Fairfield County in Deed Book "FC", at page 32; bounded on the northwest by lands of Purity Lodge No. 42, whereon it measures 155 feet; on the northeast by lands of D.W. Ruff, Jr., whereon it measures 586.73 feet; on the southeast by lands of the Grantor herein, whereon it measures 355.78 feet; and on the southwest by land of Charm Corporation, whereon it measures 554.03 feet; being the identical premises heretofore conveyed to Charm Corporation of South Carolina by Mary Alice Traylor by deed dated April 19, 1978 and recorded May 3, 1978 in the Office of the Clerk of Court for Fairfield County in Deed Book "FC" at page 265.

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH FAIRFIELD COUNTY, PHASE I, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN FAIRFIELD COUNTY AND KERSHAW COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 WITH FAIRFIELD COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTIONS OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Kershaw County and Fairfield County (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, Kershaw County and Fairfield County previously entered into an agreement pursuant to an ordinance and duly enacted in Fairfield and Kershaw County dated June 26, 1996 for the development of a joint industrial park and designed certain lands in Kershaw County and Fairfield County; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Kershaw County proposes to enter into a FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 FOR DEVELOPMENT OF A JOINT INDUSTRIAL PARK BETWEEN KERSHAW COUNTY AND FAIRFIELD COUNTY PHASE I with Fairfield County to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"), Fairfield County and Kershaw County wish to enter into a FIRST AMENDMENT OF AGREEMENT PHASE I for the development of a joint industrial park between Kershaw County and Fairfield County.

NOW, THEREFORE, BE IT ORDAINED BY THE KERSHAW COUNTY COUNCIL:

SECTION I. Kershaw County is hereby authorized to execute and deliver a FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 FOR DEVELOPMENT OF A JOINT INDUSTRIAL PARK (the "Park") BETWEEN KERSHAW COUNTY AND FAIRFIELD COUNTY PHASE I (hereinafter referred to "FIRST AMENDMENT OF AGREEMENT PHASE I"). The Park is to be located within the boundaries of Fairfield County and Kershaw County. The form of the joint industrial park FIRST AMENDMENT TO AGREEMENT PHASE I is attached hereto and all terms of the FIRST AMENDMENT TO AGREEMENT PHASE I are hereby incorporated herein. The form, terms and

provisions of the FIRST AMENDMENT OF AGREEMENT PHASE I presented to this meeting and filed with the Clerk of the Kershaw County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the FIRST AMENDMENT OF AGREEMENT PHASE I were set out in this Ordinance in its entirety. The Administrator of the County be and he is hereby authorized, empowered and directed to execute, acknowledge and deliver the FIRST AMENDMENT OF AGREEMENT PHASE I in the name and on behalf of the County. The FIRST AMENDMENT OF AGREEMENT PHASE I 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 officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of FIRST AMENDMENT OF AGREEMENT PHASE I now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws of 1976 Section 12-7-1220, as amended, will apply to any eligible business enterprise locating in the Park.

SECTION III. Any business or industrial enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes ("Fee Payments") as provided for in the FIRST AMENDMENT OF AGREEMENT PHASE I, Article VIII Section 13 of the South Carolina Constitution and the Act. The Fee Payments shall be paid to the County Treasurer for the county in which the premises is located. That portion of the Fee Payments from the Park located in Kershaw County and allocated pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I to Fairfield County shall be paid by the Kershaw County Treasurer to the Fairfield County Treasurer within thirty business days following the end of the calendar quarter of receipt for distribution, in accordance with the FIRST AMENDMENT TO AGREEMENT PHASE I. That portion of the Fee Payments from the Park located in Fairfield County and allocated pursuant to the FIRST AMENDMENT TO AGREEMENT PHASE I to Kershaw County shall be paid by the Fairfield County Treasurer to the Kershaw County Treasurer within thirty business days following the end of the calendar quarter of receipt for distribution in accordance with the FIRST AMENDMENT TO AGREEMENT PHASE I. Fee Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the respective county tax collector for the County in which the park premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the park is located. Provided, that to the extent any Park premises is owned by a private developer, the

developer shall be responsible for development expenses as contained in the FIRST AMENDMENT OF AGREEMENT PHASE I.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the respective county ordinances will be the reference for such regulations or laws in connection with the Park premises located within that county. Nothing herein shall be taken to supersede any state or federal law or regulation. Each county is specifically authorized to adopt restrictive covenants and land use requirements for the Park premises located in that county, at that county's sole discretion.

SECTION VI. The Sheriff's Department for the county within which the park premises is located will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises located in that county and fire, sewer, water and EMS service will be provided by the applicable service district or other political unit within whose jurisdiction that park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The FIRST AMENDMENT OF AGREEMENT PHASE I may not be terminated except by concurrent ordinances of Fairfield County Council and Kershaw County Council. In any event, the FIRST AMENDMENT OF AGREEMENT PHASE I shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Kershaw County hereby designates the following distribution of the fee-in-lieu of ad valorem taxes which Kershaw County receives pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I for Park premises which are located in Fairfield County.

Kershaw County 100%

Kershaw County hereby designates that the distribution of the fee-in-lieu of Fee Payments taxes pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I received by Kershaw County for Park premises located in Kershaw County ("Park Revenues") be paid to Kershaw County and distributed by Kershaw County to the eligible taxing entities therein ("Taxing Entities") pursuant to "An Ordinance Distributing the Payment of Fees in Lieu of Ad Valorem Property Taxes Received by Kershaw County for Park Premises Located in Kershaw County from the Joint Kershaw County/Fairfield County Industrial Park and the Joint Kershaw County/Sumter County Industrial and Business Park" adopted by Kershaw County Council on March 14, 2000. Each individual Taxing Entity shall receive a share of the Park Revenues as provided in the yearly budget ordinance as set forth in the ordinance. As to Kershaw County School District, a duly constituted school district levying both operating and debt service millage, then the proportion of Park Revenues