

received by such Taxing Entity should be divided on a pro rata basis in accordance with the millage rates levied for operational expenditures and debt service. A portion of the Park Revenues which Kershaw County receives pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I for Park premises may be, from time to time and by ordinance of Kershaw County Council or its successor, designated for the payment of special source revenue bonds.

SECTION X. This Ordinance shall be effective after third and final reading and publication.

KERSHAW COUNTY COUNCIL

By Steve S. Kelly, Jr.
Steve S. Kelly, Jr.
County Chairman

First Reading: 5/13/03
Second Reading: 6/24/03
Third Reading: 7/8/03

ATTEST:

Earlene Young
Earlene Young
Clerk to County Council

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT OF AGREEMENT DATED
)	JUNE 26, 1996 FOR DEVELOPMENT OF A
COUNTY OF KERSHAW)	JOINT INDUSTRIAL PARK BETWEEN
)	KERSHAW COUNTY AND FAIRFIELD COUNTY
COUNTY OF FAIRFIELD)	PHASE I

THIS AMENDED AGREEMENT, made and entered into as of the ____ day of the month of _____, 2003, by and between Fairfield County, a political subdivision of the State of South Carolina ("Fairfield"); and Kershaw County, a political subdivision of the State of South Carolina ("Kershaw"), is made pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (the "Act").

WHEREAS, on June 26, 1996, Fairfield County and Kershaw County entered into an agreement for the development of a joint industrial park and designated certain lands in Kershaw County and Fairfield County; and

WHEREAS, by ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK DATED JUNE 26, 1996, certain property was added to the industrial park in Kershaw County by ordinance dated October 28, 1997.

WHEREAS, Kershaw County and Fairfield County wish to amend the agreement dated June 26, 1996 as amended October 28, 1997 to better reflect and clarify the payment and distribution of fees and to reflect and clarify the property subject to the agreement; and

WHEREAS, this amended agreement for the designation of the joint industrial park between Kershaw County and Fairfield County shall be known as First Amendment to Agreement for Development of a Joint Industrial Park between Kershaw County and Fairfield County Phase I.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

Section 1. Establishment of the Industrial Park. This Agreement amends the agreement dated June 26, 1996 as amended October 28, 1997 for the establishment and designation of the joint Kershaw County and Fairfield County industrial park which comprises the property described in Appendix A (the "Property"), attached hereto and made a part of this Agreement.

Section 2. Sharing of Expenses. Fairfield and Kershaw shall share expenses including, but not limited to, development, operations, maintenance and promotion of the Park, in the following proportions:

If property is in the Kershaw portion of the Park:

A.	Kershaw County	-	100%
B.	Fairfield County	-	0%

Provided, however, in no event shall Fairfield be responsible for sharing any portion of the costs incurred by Kershaw or the development expenses committed to by Kershaw either on behalf of any tenant of the Park located in Kershaw or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement.

If property is in the Fairfield portion of the Park:

A.	Kershaw County	-	0%
B.	Fairfield County	-	100%

Provided, however, in no event shall Kershaw be responsible for sharing any portion of the costs incurred by Fairfield or the development expenses committed to by Fairfield either on behalf of any tenant of the Park located in Fairfield or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement.

Section 3. Basis of Revenue. Under the pertinent provisions of the South Carolina State Constitution and the Act, a fee equivalent to the *ad valorem* taxes normally assessed on the Property will be collected in lieu of *ad valorem* taxes. Such fee may be reduced in the event either Kershaw or Fairfield has entered into a negotiated fee-in-lieu of taxes arrangement with the company seeking to have its property included within the Park. In such cases, the amount of the fee revenue generated by property located within the Park shall be governed by the applicable fee agreements.

Section 4. Allocation of Revenues. Kershaw and Fairfield shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

If property is in the Kershaw portion of the Park:

A.	Kershaw County	-	95%
B.	Fairfield County	-	5%

If property is in the Fairfield portion of the Park:

A.	Kershaw County	-	5%
B.	Fairfield County	-	95%

Section 5. Revenue Allocation Within Each County. (a) Revenues generated within the Park from sources other than fees paid in lieu of *ad valorem* property taxes shall be distributed directly to Kershaw and Fairfield according to the proportions established in Section 4 herein to be expended in any manner as the County Council of each County deems appropriate.

(b) Revenues generated by property located within the joint industrial park through the payment of fees-in-lieu of *ad valorem*

property taxes ("Park Revenues") shall be distributed to Kershaw and Fairfield, as the case may be, according to the proportions established by Section 4 herein. Park Revenues may be generated by property located within the boundaries of Kershaw County, in which case Kershaw would be the Host County and Fairfield would be the Partner County, or property may be located in Fairfield County, in which case Fairfield would be the Host County and Kershaw would be the Partner County. In the case where either County serves as Host County, Park Revenues shall be distributed to the taxing entities within such Host County as follows:

1. Kershaw County: 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 received by such Taxing Entity should be divided on a pro rata basis in accordance with the millage rates levied for operational and debt service and expenditures.
2. Fairfield County: Park Revenues shall be retained in full by Fairfield County.

In the case where either County serves as the Partner County, thereby receiving a 5% distribution in accordance with Section 4 hereof, the Partner County will retain the whole amount for use as the County Council of such County deems appropriate.

(c) Any payment by an individual county to the other county of its allocable shares of Park Revenues shall be made not later than 30 days from the end of the calendar quarter in which the County receives such payment from the occupants of the Park, and shall be accompanied by a statement showing the manner in which total payment was calculated and in which each County's share was calculated and shall reflect the companies located in that County's portion of the Park at the time of payment. In the event that the payment made by an occupant of a Park is made under protest or is otherwise in dispute, the County is not obligated to pay to the other County more than the respective County's share of the undisputed portion thereof until 30 days after the final resolution of such protest or dispute.

(d) Either County may unilaterally amend the distribution scheme applicable to such County and set forth in section (b) above. Such amendment must be accomplished by passage of an Ordinance.

Section 6. Jobs Tax Credit Enhancement. Business enterprises locating in the Park shall be entitled to such enhancement of the

regular jobs tax credits authorized by Section 12-6-3360 of the Code, or any successive provisions, as may be provided under South Carolina law.

Section 7. Exemption From Ad Valorem Taxation. All properties located within the Park are exempted from *ad valorem* taxation.

Section 8. Assessed Valuation. For the purpose of the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Sec. 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to the counties which are party to this Agreement must be identical to the percentage of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such county in the preceding fiscal year.

Section 9. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 10. Binding Effect of Agreement. This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 12. Complete Agreement: Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendment provided for in Section 5(c) above, this Agreement may be amended only upon affirmative vote of both of the respective County Councils of Fairfield and Kershaw.

Section 13. Counterpart Execution. This agreement may be executed in multiple counterparts.

By this agreement and by ordinance enacted by Kershaw County and Fairfield County the property described herein is subject to this Amended Agreement and the prior Agreement dated June 26, 1996 is so amended.

IN WITNESS WHEREOFF, the parties hereto have executed this Agreement the day and the year first above written.

Witnesses:

Reba S. Clouney

FAIRFIELD COUNTY

By: [Signature]
Council Chair

Thomas Richardson

Attest:
Clerk

Sheryl M. Brown

Witnesses:

Steph J. Bratt

Frederick W. White

KERSHAW COUNTY

By: Steve S. Kelly
Council Chair

Attest:
Clerk

Ernest Young