

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN CHARLESTON COUNTY AND DAIMLER VANS MANUFACTURING, LLC F/K/A DAIMLERCHRYSLER MANUFACTURING INTERNATIONAL LLC, WHEREBY CHARLESTON COUNTY AND DAIMLER VANS MANUFACTURING, LLC F/K/A DAIMLERCHRYSLER MANUFACTURING INTERNATIONAL LLC WILL AGREE TO EXTEND THE NEGOTIATED FEE PERIOD TO THIRTY (30) YEARS.

WHEREAS, Charleston 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 the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 thereof (referred to as the "FILOT Act") to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments in lieu of taxes ("FILOT Payments") for a project qualifying under the FILOT Act for the industrial and economic development of the State of South Carolina (the "State") for the purpose of inducing new manufacturing and commercial enterprises to locate and remain in the State and, thus, utilize and employ manpower and other resources of the State; and

WHEREAS, pursuant to the FILOT Act, Daimler Vans Manufacturing, LLC F/K/A DaimlerChrysler Manufacturing International LLC, a Delaware limited liability company (the "Company"), and the County entered into that certain Fee in Lieu of Tax Agreement, dated as of December 22, 2006 (as amended, the "Agreement");

WHEREAS, on December 6, 2011, the County Council adopted a Resolution (A) authorizing the extension of the Investment Period under that certain Agreement and (B) confirming the inclusion of certain contiguous property within such Agreement; and

WHEREAS, the County and Company desire to amend the Agreement to extend the Negotiated FILOT Payment (as defined in the Agreement) period by ten (10) years as set forth in greater detail in the First Amendment to the Agreement referenced below.

NOW, THEREFORE, BE IT ORDAINED by the Charleston County Council, in a meeting duly assembled, that the Project (as defined in the Agreement) has resulted in a substantial public benefit and that the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Charleston County Chairman shall approve, the County Chairman's execution of a definitive First Amendment to the Agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this 7th day of November, 2013.

CHARLESTON COUNTY, SOUTH CAROLINA

By: _____
Teddie E. Pryor, Sr., Chairman of County Council
Charleston County, South Carolina

ATTEST:

By: _____
Beverly Craven, Clerk of County Council
Charleston County, South Carolina

First Reading: October 8, 2013
Second Reading: October 22, 2013
Public Hearing: October 22, 2013
Third Reading: November 7, 2013

EXHIBIT A

FIRST AMENDMENT TO
FEE IN LIEU OF TAX AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT (this "Amendment") made as of November 7, 2013, by and between CHARLESTON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and Daimler Vans Manufacturing, LLC F/K/A DaimlerChrysler Manufacturing International LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, the County and the Company entered into that certain Fee in Lieu of Tax Agreement dated as of December 22, 2006 (the "Agreement"), whereby the County agreed to accept certain payments in lieu of *ad valorem* taxes with respect to the Company's acquisition and construction of a semi-knocked down ("SKD") assembly plant and the relocation of its vehicle preparation center to the site located at 8501 Palmetto Commerce Parkway, Ladson, South Carolina 29456; and (2) the acquisition and construction of portions of the plant on the Contiguous Property (as defined in the Agreement);

WHEREAS, on December 6, 2011 the County Council adopted a Resolution (A) authorizing the extension of the Investment Period under that certain Agreement and (B) confirming the inclusion of certain contiguous property within such Agreement;

WHEREAS, the Company anticipates making an additional "investment" (within the meaning of the Act) of approximately \$4,088,000 at the Project (as defined in the Agreement) on or before December 31, 2016 (the "Additional Investment"), which investment is expected to create employment for an additional 60 employees; and

WHEREAS, pursuant to Section 12.09 of the Agreement and Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company may, from time to time, amend the Agreement;

WHEREAS, in compliance with the provisions of S.C. Code Section 12-44-30(21), the Company has applied to the County for an extension of the termination date of the Agreement beyond the 29th year for an extension of 10 years of the termination date;

WHEREAS, the County Council has found that there will be a substantial public benefit resulting from the Additional Investment in the form of an increase in the tax base and employment in Charleston County; and

WHEREAS, the County and the Company desire to modify the Agreement in certain respects as set forth herein and as approved by the County pursuant to an Ordinance of the County Council of the County enacted on November 7, 2013.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other

good and valuable consideration in hand duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

1. Definitions. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to such term as set forth in the Agreement.

2. Amendments. The Agreement is hereby modified as set forth below:

(A) Section 5.01(b)(ii) is amended and restated in its entirety to read as follows:

“(ii) with respect to those portions of the Project consisting of Economic Development Property (i.e., those portions of the Project placed in service during the Investment Period), for each of the 29 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) below (a "Negotiated FILOT").”

(B) The last sentence of Section 5.01(f)(i) is amended and restated in its entirety to read as follows:

“Replacement property is entitled to the FILOT payment for the period of time remaining on the 30-year FILOT period for the property which it is replacing.”

3. Confirmation. Except as specifically set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect, the same being confirmed and republished hereby.

4. Facsimile; Counterparts. This Amendment may be executed by facsimile and in any number of counterparts all of which taken together shall constitute one (1) and the same instrument, and any of the parties or signatories hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal to be effective as of the date first above written.

CHARLESTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Teddie E. Pryor, Sr., Chairman, County Council of Charleston County, South Carolina

ATTEST:

By: _____
Beverly Craven, Clerk to Council, County Council
of Charleston County, South Carolina

DAIMLER VANS MANUFACTURING, LLC F/K/A DAIMLERCHRYSLER MANUFACTURING
INTERNATIONAL LLC

By: _____

Title: _____