

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

**ORDINANCE 202.2012**

FILED FOR RECORD  
2012 OCT 18 PM 3:48  
JOYCE HUBBARD  
CLERK OF COURTS  
KERSHAW COUNTY, S.C.

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT DATED AS OF SEPTEMBER 25, 2012 BY AND BETWEEN KERSHAW COUNTY, SOUTH CAROLINA AND DIVERSIFIED INFORMATION TECHNOLOGIES, INC. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Kershaw County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Diversified Information Technologies, Inc., a Pennsylvania corporation authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in the establishment of a facility for the purpose of storing documents and data, potentially converting documents to data, and for such other purposes that the Act permits, which would constitute a project within the meaning of the Act, the cost of which will be approximately \$5,825,000 over five years, and which is anticipated to result in the creation of at least 20 new, full-time jobs paying at or near the County's average per capita income (the "Project"); and

WHEREAS, pursuant to an Inducement Resolution dated June 26, 2012, the County authorized the execution of an agreement providing for fee in lieu of tax payments with respect to the personal property components of the Project; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing an 8% assessment ratio (dropping to 6% prospectively upon an investment of at least \$10,000,000) for a period of 10 years for the personal property components of the Project or each personal property component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of

Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized 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 under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision 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 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(Signature Page Follows)

Passed and approved this 25th day of September, 2012.

**KERSHAW COUNTY,  
SOUTH CAROLINA**

Signature:   
Name: Eugene P. Wise  
Title: Kershaw County Council Chairman

STATE OF SOUTH CAROLINA     )  
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COUNTY OF KERSHAW            )

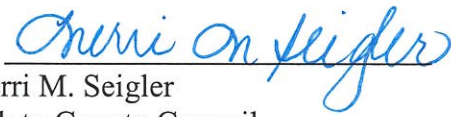
I, the undersigned, Clerk to County Council of Kershaw County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on August 28, 2012, September 11, 2012, and September 25, 2012. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on September 25, 2012 and notice of the public hearing was published in the Camden Chronicle-Independent on August 24, 2012. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Kershaw County Council, South Carolina, as of this 25<sup>th</sup> day of September, 2012.

Signature:   
Name: Merri M. Seigler  
Title: Clerk to County Council