STATE OF SOUTH CAROLINA)	
)	RESOLUTION NO. 10-16
COUNTY OF NEWBERRY)	

A RESOLUTION CONSENTING TO THE CONVERSION OF PIONEER FROZEN FOODS SOUTH CAROLINA, INC. TO PIONEER FROZEN FOODS SOUTH CAROLINA, LLC AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT AND RELATED DOCUMENTS BETWEEN PIONEER FROZEN FOODS SOUTH CAROLINA, INC. AND NEWBERRY COUNTY, SOUTH CAROLINA REFLECTING SUCH CONVERSION.

WHEREAS, Pioneer Frozen Foods South Carolina, Inc. (the "Company") and Newberry County, South Carolina (the "County") entered into a fee agreement dated as of December 11, 2002 (the "Fee Agreement") an Inducement and Millage Rate Agreement dated as of November 20, 2002 and an Infrastructure Financing Agreement dated as of December 11, 2002 and related documents thereto (collectively, the "Transaction Documents") to provide for a fee in lieu of tax ("FILOT") arrangement pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act") and special source revenue credits pursuant to Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Company desires to convert from a corporation to a limited liability company resulting in a change in its name to Pioneer Frozen Foods South Carolina, LLC (the "Limited Liability Company" or "LLC"); and

WHEREAS, pursuant to the Act and other applicable law, upon its conversion and the consent of the County, the LLC will receive the benefits and assume the obligations under the Transaction Documents and related documents; and

WHEREAS, the Company has caused to be prepared and presented to the County Council the form of an Amendment of Fee Agreement and Related Documents, attached hereto as Exhibit A (the "Amendment") 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 RESOLVED by the County Council of Newberry County, South Carolina (the "County Council"), as follows:

<u>SECTION 1.</u> The County Council hereby expressly consents to the conversion of the Company to the LLC and the Amendment pursuant to which, upon effectuation, the LLC will continue to receive the benefits and assume the obligations and responsibilities of the Company under the Transaction Documents.

<u>SECTION 2.</u> The form, terms and provisions of the Amendment provided to this meeting are hereby approved, and all terms and provisions thereof are incorporated herein by reference as if the Amendment were set out in this Resolution in its entirety.

<u>SECTION 3.</u> The County Administrator and the Chairman of County Council are each authorized to execute and deliver the Amendment presented to the County Council, together with such changes as shall not have a material adverse effect on the County, in order to evidence the County's consent to the conversion and to substitute the Limited Liability Company in the place of the Company in the Transaction Documents.

<u>SECTION 4.</u> The County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or appropriate in connection with this Resolution to effect the consent of the County to the Amendment.

SECTION 5. This Resolution shall take effect and be in full force from and after its passage by the County Council.

DONE in a meeting duly assembled this __ day of _______, 2016.

NEWBERRY COUNTY,
SOUTH CAROLINA

Signature: ______
Name: _____
Title: Chairman, County Council

ATTEST:

Signature: ______
Name:

Title: Clerk to Council

EXHIBIT A

Amendment of Fee Agreement and Related Documents

STATE OF SOUTH CAROLINA)
) AMENDMENT OF FEE AGREEMENT
COUNTY OF NEWBERRY) AND RELATED DOCUMENTS
	EE AGREEMENT AND RELATED DOCUMENTS (the
"Amendment") is made as of	, 2016 by and between Pioneer Frozen Foods Liability Company" or "LLC") and Newberry County, South
South Carolina, LLC (the "Limited 1	Liability Company" or "LLC") and Newberry County, South
Carolina (the "County"), a body poli	itic and corporate and a political subdivision of the State of
South Carolina.	-
fee agreement (the "Fee Agreement' documents, including but not limited as of November 20, 2002 and Infrast 2002 (the "Transaction Documents" pursuant to the provisions of Title 12	Foods South Carolina, Inc. (the "Company") entered into a ') dated as of December 11, 2002 and other related to, a certain Inducement and Millage Rate Agreement dated tructure Financing Agreement, dated as of December 11,) to provide for a fee in lieu of tax ("FILOT") arrangement 2, Chapter 44 of the Code of Laws of South Carolina, 1976, source revenue credits pursuant to Section 4-29-68 of the 76, as amended; and
WHEREAS, the Company has company resulting in the changes of	as converted from a corporation to a limited liability name to the LLC; and
	pted a resolution on, 2016, by which it pany to the LLC and the terms and provision sof the

NOW, THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LLC and the County agree as follows:

- 1. The County consents to the conversion of the Company from a corporation to a limited liability company for purposes of substituting the LLC for the Company under the FILOT arrangement.
- 2. The Transaction Documents are hereby amended to provide that the LLC shall be substituted for the Company in all provisions in the Transaction Documents where the name of the Company appears.
- 3. The County and LLC acknowledge and agree the LLC shall receive all the benefits under the Transaction Documents and the LLC shall assume, pay, and perform all the obligations under the Transaction Documents and otherwise be bound by the terms and provisions of the Transaction Documents.

- 4. This Amendment is governed by and construed in accordance with the laws of the State of South Carolina.
- 5. A determination that any provision, or part of a provision, of this Amendment is unenforceable or invalid does not affect the enforceability or validity of any other provision, and any determination that the application of any provision or part of a provision of this Amendment to any person or circumstance is illegal or unenforceable does not affect the enforceability or validity of that provision or part of a provision as it may apply to any other person or circumstance.
- 6. This Amendment may be executed in two or more counterparts, and by original signature or electronic means, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed on the date first above written.