

## EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT providing for the amendment of the Fee Agreement dated as of December 1, 2011 by and among Greenville County, South Carolina (the "County"), Bosch Rexroth Corporation (the "Company") (the "Fee Agreement"), is made and entered into as of this 1<sup>st</sup> day of December, 2015 (this "Extension Agreement").

### RECITALS

**WHEREAS**, Pursuant to Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company entered into a Fee Agreement dated as of December 1, 2011 providing for a fee in lieu of tax arrangement with respect to the Project, as defined therein, and a related infrastructure credit pursuant to Section 4-1-175, Code of Laws of South Carolina 1976, as amended; and

**WHEREAS**, on October 18, 2011, the County entered into an Inducement Agreement with the Company, offering a new fee in lieu of tax arrangement to the Company in order to induce the Company to expand its manufacturing facility in the County; and

**WHEREAS**, as required pursuant to the terms of the Act and the Fee Agreement, the Company had committed to invest not less than \$75,000,000 and to hire 160 new employees; as of January 1, 2015 the Company had invested in excess of \$91,000,000 and added 242 new employees to its workforce in the Project; and

**WHEREAS**, pursuant to Section 12-44-30(13) of the Act, the initial period for investment in the Project pursuant to the Agreement, which is set to expire as of December 31, 2016, may be extended by up to five (5) years by agreement of the County and the Company so long as the required statutory minimum investment has been made as of December 31, 2016; and

**WHEREAS**, the Company has requested a one (1) year extension from December 31, 2016 to December 31, 2017 in order to continue the investment in the Project, which additional investment is expected to equal or exceed \$5,000,000 by December 31, 2017; and.

**WHEREAS**, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the investment period under the Fee Agreement rather than enter into a new fee in lieu of taxes arrangement; and

**WHEREAS**, the Company hereby acknowledges that the County is granting the above-referenced investment period extension to the Company in good faith with such benefit to the extent the same may be lawfully available;

**WHEREAS**, the County acknowledges, with respect to the investment in the Project for the initial five-year period referred to herein, the Company shall be entitled to the same Infrastructure Credits provided in Section 4.9 of the Fee Agreement, for the remainder of the period set forth in said Section 4.9; provided, that in the event the Company shall have failed to invest at least an additional \$5 million in the Project by December 31, 2017, property invested by the Company in the Project during the one year extension shall no longer be eligible and the Company shall repay the County the incentive received hereunder. The Company shall be liable to the County for certain repayments, as described herein;

**NOW, THEREFORE**, the County and the Company hereby agree as follows:

1. **Extension of Investment Period.** Pursuant to Section 4-12-30(13) of the Act, the investment period under the Fee Agreement with respect to the Project is hereby extended to include the period beginning January 1, 2017 to December 31, 2017. Should the Company fail to invest an additional \$5,000,000 in the Project by December 31, 2017, then, and relating solely to the investment made between January 1, 2017 and December 31, 2017 which shall revert retroactively to normal *ad valorem* property tax treatment, the Company shall pay to the County, within 120 days after the December 31, 2017, the difference between the total amount of fees actually paid to the County pursuant to this Agreement (taking into account all Infrastructure Improvement Credits received) and the total amount of the normal *ad valorem* property tax payments which would have been paid, if any (a “Deficiency”), which such Deficiency shall be subject to interest at the rate provided in Section 12-54-25 of the Code (or any successor provision).

2. **Good Faith.** The Company hereby acknowledges that the County has entered into this Extension Agreement in good faith with the intent of providing the Company with the benefits herein to the extent the same may be lawfully available. In the event any provision of this Extension Agreement is declared invalid or unenforceable on its face, the County shall have no liability to the Company for any loss of bargain or similar claim by the Company; provided, however, the County agrees in such event to assist the Company in good faith in any proceedings brought, at the Company’s expense, to enforce any such provisions.

3. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Extension 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 Extension Agreement.

4. **All Other Provisions to Remain in Effect.** All other terms and conditions of the Fee Agreement shall remain in full force in effect.

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Bob Taylor, Chairman Greenville  
County Council

By: \_\_\_\_\_  
Joseph M. Kernell, Administrator of County  
Greenville County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Theresa B. Kizer, Clerk to County Council  
Greenville County, South Carolina

BOSCH REXORTH CORPORATION

By: \_\_\_\_\_  
Steven D. Roberts  
Its: Executive Vice President & Chief Financial Officer

ATTEST:

By: \_\_\_\_\_  
Thomas F. Williams III  
Its: Secretary