
SPECIAL SOURCE CREDIT AGREEMENT

between

GREENVILLE COUNTY, SOUTH CAROLINA

and

BOSCH REXROTH CORPORATION
a Pennsylvania Corporation

Dated as of _____, 2016

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SIGNATURES AND SEALS
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SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 2016 (the "Agreement"), between GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and BOSCH REXROTH CORPORATION, a company incorporated and existing under the laws of the State of Pennsylvania (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 12-44-70, and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the distribution and assembly of fasteners in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Resolution dated November 17, 2015, between the Company and the County, the Company has determined that it intends to develop, construct and/or expand facilities in the County, including machinery and equipment, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve the establishment of a testing and proving grounds facility, (the "Project"), by not later than December 31, 2017; and

WHEREAS, pursuant to the provisions of a Joint County Industrial Park Agreement between the County and Anderson County, the Company is obligated to make or cause to be made payments in lieu of taxes to Greenville County as defined in the Fee Agreement (herein below described) (the "Greenville Fee Payments") and to Anderson County in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the Company has committed to invest not less than an additional \$5,000,000 (the "Minimum Investment") in the Fee Agreement, including the investment in the Project, by not later than December 31, 2017 (the "Investment Period")

WHEREAS, the County is providing herein a special source credit (the "Special Source Credit") against Fee Payments from the Project in the Park in an annual amount not to exceed One Hundred Thousand (\$100,000) Dollars, payable in up to five (5) increments, but not to exceed a total of \$400,000 in the aggregate beginning with the Greenville Fee Payment due on January 15, 2016. Provided, the Company shall make payments to the County and the County shall hold such

funds for reimbursement as provided in Section 3.01 hereof. The Special Source Credit payments shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on _____, 2016, following a public hearing held on _____, 2016, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 12, Chapter 44, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its County Administrator and the Clerk to County Council.

"Company" shall mean Bosch Rexroth Corporation, its successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure,

which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Fee Agreement" shall mean that certain Fee Agreement by and between the County and the Company dated December 1, 2011.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Greenville Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Fee Agreement by the Company, as required by the Park Agreement, minus payments due from the County to Anderson County.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Investment Period" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Minimum Investment" shall mean the investment by the Company of at least \$5,000,000 in the Project

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2016 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Anderson County, South Carolina, initially dated January 31, 2012 and as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

"Special Source Credit" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions

of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a Pennsylvania corporation, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company will invest not less than the Minimum Investment in the Project, prior to the end of the Investment Period.

(f) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(g) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.03 hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

SPECIAL SOURCE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$400,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Special Source Credit reimbursement is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for

payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Tax Credit.

(a) (i) The County has included the Project site in the Park with Anderson County, and is providing herein a Special Source Credit against Greenville Fee Payments from the Greenville Fee Payments made by the Company pursuant to the Fee Agreement in an annual amount of not to exceed One Hundred Thousand (\$100,000) Dollars, payable in up to five (5) annual increments from the Greenville Fee Payments. In no event will the Special Source Credit Reimbursement exceed \$400,000 in aggregated payments.

(ii) The Company shall tender the full Fee Payment on or before the annual ad valorem tax/fee-in-lieu of tax due date. The County shall hold the Special Source Credit provided for herein in escrow until such time as the Company shall submit to the County paid invoices for Infrastructure work performed by the Company or its contractor(s) and/or paid purchase orders for the purchase of materials necessary for the Infrastructure for the Project. The Company shall provide a certification to the County that the Infrastructure was used for the Project.

(iii) Provided, however, in the event the Greenville Fee Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount of the Special Source Credit itself (the “*Threshold Fee Amount*”), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced such that the Company shall not receive a Special Source Credit in excess of the amount of Greenville Fee Payments otherwise due in the applicable property tax year. The Special Source Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDIT BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE GREENVILLE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDIT. No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments. Notwithstanding any

other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(b) Should the Minimum Investment not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credit previously received by the Company, plus interest at the rate payable for late payment of taxes. Any such amounts owed shall be paid within 120 days of the end of the Investment Period.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Greenville Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Greenville Fee Payments.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credits are taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as

defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Special Source Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Special Source Credit hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Greenville Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Special Source Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments or create the jobs cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit at law to enforce the contractual agreement contained herein,

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Greenville County, South Carolina
301 University Ridge, Suite 2300
Greenville, SC 29622
Attention: County Administrator

(b) if to the Company: Bosch Rexroth Corporation
8 Southchase Court
Fountain Inn, SC 29644

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.10 Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Greenville County, South Carolina, has caused this Agreement to be executed by the County Administrator and Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Bosch Rexroth Corporation has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

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 REXROTH CORPORATION

By: _____

Its:

ATTEST:

By: _____

Its:

EXHIBIT A
LAND DESCRIPTION

TRACT 1 (Former GSK Building Site)

Being all of that property shown on Plat titled Plat of One Tract of Land Surveyed for Liberty Property Limited Partnership by Brian D. Charlesworth (PSL 9313) for Devita and Associates, Inc. as recorded by the Greenville County, South Carolina Register of Deeds in Plat Book 46-Q on Page 0085 and containing 25.87 acres located on the southwest corner of the intersection of SC Hwy 276 and Southchase Blvd.

TRACT 2

Being all of that property as shown on Plat titled Subdivision of Southchase Lot Reallocation and labeled Lot A thereon as surveyed by Kevin Tollison (PLS 22747) for Arbor Engineering, Inc. and recorded by the Greenville County, South Carolina Register of Deeds in Plat Book 86 on Page 124A. Said property being one and the same as shown on Plat titled Survey of Southchase Steam Restoration as surveyed by Kevin Tollison (PLS 22724) for Arbor Engineering, Inc. and recorded by the Greenville County, South Carolina Register of Deeds in Plat Book 1124 on Page 69 containing 13.17 acres located on the west side of Southchase Blvd.

TRACT 3

Being all that property as shown on Plat titled Boundary Survey for Liberty Property Development Corp. II and labeled TM 335-1-4.6 thereon as surveyed by Kevin Tollison (PLS 22747) for Arbor Engineering, Inc. and recorded by the Greenville, South Carolina Register of Deeds in Plat Book 1125 on Page 49 and containing 24.36 acres located on the west side of Southchase Blvd. Said property being one and the same as that portion of Tax Map 335-1-4.6 described in the Plat surveyed by Kevin Tollison (PLS 22747), as a Remainder and recorded in Plat Book 49Z on Page 0079 by the Greenville County, South Carolina Register of Deeds less that portion described on the Plat by Kevin Tollison (PS 22747) for Arbor Engineering, Inc. and recorded in Plat Book 1077 on Page 55 by the Greenville County, South Carolina Register of Deeds.

TRACT 4 (Bosch Rexroth Building Site)

Being all that property as shown on Plat titled Subdivision of Southchase Lot Reallocation and labeled as Lot B thereon as surveyed by Kevin Tollison (PLS 22747) for Arbor Engineering, Inc. as recorded by the Greenville County, South Carolina Register of Deeds in Plat Book 86 on Page 124A containing 12.73 acres located on the west side of Southchase Blvd.

TRACT 5

PARCEL 1:

All that certain piece, parcel or tract of land with improvements thereon in the County of Greenville, State of South Carolina, situate lying and being on the southern side of Southchase Court, being shown on a plat prepared by The Piedmont Group for The Rexroth Corporation dated July 11, 1989, and having according to said plat the following metes and bounds, to-wit:

Beginning at an old iron pin located on the boundary of a cul de sac of Southchase Court at the joint corner of Lot 9 of property now or formerly of Liberty Life Insurance Company and running thence with the joint boundary of lot 9 and the property conveyed herein, S. 67-59-49 E. 605.03 feet to an old iron pin; thence S. 19-23-25 W. 72.70 feet to an old iron pin; thence S. 22-20-28 W. 241.95 feet to a new iron pin; thence S. 24-00-05 W. 84.10 feet to appoint; thence N. 68-07-00 W. 651.60 feet to a new iron pin; thence N. 21-36-05 E. 307.23 feet to an old iron pin; thence with the cul de sac N. 85-20-04 E. 53.19 feet along an arc of 55.11 feet, radius equals 60.00 feet to an old iron pin; thence with the cul de sac, N. 23-52-06 E. 68.92 feet along an arc of 73.3 feet, radius equals 60.00 feet to an old iron pin, the point of beginning, containing approximately 5.97 acres.

This conveyance is subject to rights of upper and lower riparian owners in and to the waters of any stream flowing through the property described herein, all plats, leases, covenants, restrictions, set back lines, roadways, easements, rights-of-ways of record and affect

PARCEL 2:

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Southchase Court, being shown on a plat prepared by The Piedmont Group for The Rexroth Corporation dated July 11, 1989, and having, according to said plat, the following metes and bounds to-wit:

Beginning at a new iron pin located on the boundary of a cul de sac of Southchase Court at the joint corner of property now or formerly of The Rexroth Corporation and running with property now or formerly of The Rexroth Corporation, S. 21-35-00 W. 681.25 feet to a new iron pin; thence continuing along the joint line of property now or formerly of The Rexroth Corporation, S. 68-07-11 E. 675.47 feet to a new iron pin; thence S. 19-08-27 W. 154.28 feet to a new iron pin; thence N. 68-07-00 W. 1,037.49 feet to a new iron pin located on the right-of-way of Southchase Boulevard; thence with said Boulevard the following courses and distances: N. 38-56-34 E. 126.44 feet to a new iron pin; thence N. 28-34-22 E. 172.83 feet; along an arc of 173.78 feet, radius equals 480.00 feet to a new iron pin; thence N. 07-49-18 E. 172.91 feet; along an arc of 173.86 feet, radius equals 480.0 feet to a new iron pin; thence N. 02-33-19 W. 153.24 feet to a new iron pin; thence N. 24-11-43 E. 377.53 feet; along an arc of 391.60 feet, radius equals 419.38 feet to a new iron pin; thence N. 50-56-44 E. 231.79 feet to an old iron pin located at the intersection of said Boulevard and Southchase Court; thence S. 84-03-17 E. 35.36 feet to a new iron pin; thence with said Southchase

Court the following courses and distances: S. 39-03-16 E. 63.31 feet to a new iron pin; thence S. 20-03-15 E. 159.53 feet, along an arc of 162.49 feet, radius equals 245.00 feet to a new iron pin; thence S. 01-03-16 E. 121.35 feet to a new iron pin; thence S. 31-58-17 W. 54.43 feet, along an arc of 56.49 feet, radius equals 60.0 feet to a new iron pin; thence S. 21-58-50 E. 54.44 feet, along an arc of 56.50 feet, radius equals 60.00 feet to a new iron pin, the point of beginning, containing 11.49 acres.

This conveyance is subject to rights of upper and lower riparian owners in and to the waters of any stream flowing through the property described herein, all plats, leases, covenants, restrictions, set back lines, roadways, easements, right-of-ways of record and affecting the property, and to all applicable zoning and governmental requirements.

PARCEL 3:

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Southchase Court, being shown on a plat prepared by The Piedmont Group for The Rexroth Corporation dated July 11, 1989, and having, according to said plat, the following metes and bounds, to wit:

To find the point of beginning, begin at an old iron pin located on the boundary of a cul de sac of Southchase Court at the joint corner of Lot 9 and property now or formerly of Southchase Development Corporation and run S. 23-52-06 W. 68.92 feet, along an arc of 73.3 feet, radius equals 60.00 feet to an old iron pin, thence S. 85-20-04 W. 53.19 feet, along an arc of 55.11 feet, radius equals 60.00 feet to an old iron pin. Beginning at that old iron pin and run S. 21-36-05 W. 307.23 feet to a new iron pin; thence S. 68-07-00 E. 651.60 feet to a point; thence S. 24-00-05 W. 140.96 feet to a new iron pin; thence S. 19-08-27 W. 230.30 feet to a new iron point; thence N. 68.07-11 W. 675.47 feet to a new iron pin; thence N. 21-35-00 E. 681.25 feet to a new iron pin; thence with the cul de sac S. 59-25-26 E. 20.35 feet, along an arc of 20.45 feet, radius equals 60.00 feet to an old iron pin, the point of beginning, containing approximately 5.78 acres.

This conveyance is subject to rights of upper and lower riparian owners in and to the waters of any stream flowing through the property described herein, all plats, leases, covenants, restrictions, set back lines, roadways, easements, right-of-ways of record and affecting the property, and to all applicable zoning and governmental requirements.

EXHIBIT B
INFRASTRUCTURE

Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.