
**AMENDED AND RESTATED
FEE IN LIEU OF TAX AGREEMENT**

between

GREENVILLE COUNTY, SOUTH CAROLINA

and

PROJECT EDISON

Dated as of August 1, 2016

**(Amending and Restating that certain Fee In Lieu of Tax Agreement between Greenville
County, South Carolina and Project Edison dated as of December 1, 2011)**

FEE IN LIEU OF TAX AGREEMENT

This AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) (Amending and Restating that certain Fee In Lieu of Tax Agreement between Greenville County, South Carolina and Project Edison dated as of December 1, 2011) is dated as of August 1, 2016, by and between GREENVILLE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and PROJECT EDISON (the “Company”), a Delaware corporation duly authorized, or to be authorized, to do business in South Carolina.

W I T N E S S E T H:

WHEREAS, Greenville County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, (the “Code”) and specifically, Title 12, Chapter 44 of the Code (the “FILOT Act”), and Title 4, Chapter 1 (the “Multi-County Park Act”), each as amended through the date hereof (collectively, the “Act”): (i) to assist investors in acquiring, enlarging, improving, and expanding certain types of industrial and commercial projects; (ii) to acquire, or cause to be acquired properties (which such properties constitute “projects” as defined in the FILOT Act); (iii) to enter into agreements, including fee agreements for the payment of certain fees-in-lieu of *ad valorem* taxes, with such investors to induce such investors to construct and thereafter operate, maintain, and improve such projects; (iv) to covenant with such investors to accept certain payments-in-lieu of *ad valorem* taxes with respect to the project (the “FILOT”); and (v) to enter into agreements with other counties within the State of South Carolina for the purpose of creating multi-county industrial and business parks, pursuant to which certain tax credits are made available to investors locating, improving, or expanding projects within such parks; through all of which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower and resources of the State of South Carolina; and

WHEREAS, Project Edison, a Delaware corporation duly authorized to do business in South Carolina (the “Company”), has previously represented to the County that the Company intends to invest in certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment in connection with an expansion and upgrade of manufacturing, repair, and overhaul facilities in the County (the “Project”), and has done so and continues to do so; and

WHEREAS, the County is authorized by the aforesaid laws to execute a fee-in-lieu-of-taxes agreement, as defined in the FILOT Act, with respect to the Project; and

WHEREAS, the County, pursuant to certain negotiations heretofore undertaken with the Company with respect to the Project as reflected in a Resolution duly adopted by the County Council on August 16, 2011, has entered into an Inducement and Millage Rate Agreement (the “Inducement Agreement”) with the Company pursuant to which the County agreed to enter into a FILOT arrangement with the Company and to designate the Project site as part of a multi-county park agreement (the “Park Agreement”) which is either already in existence or to be created (the “Multi-County Park”) and to grant

certain infrastructure credits (the “Credits”) to the Company only under certain specific conditions (the “Conditions”), as described below, and the Company agreed to make FILOT payments with respect to the Project as authorized in the FILOT Act; and

WHEREAS, the County and the Company agreed to the specific terms and conditions of such FILOT arrangement as set forth in that certain fee agreement between the County and the Company (the “Fee Agreement”), dated as of December 1, 2011; and

WHEREAS, pursuant to the provisions of the Fee Agreement, the Company is obligated to make payments-in-lieu of taxes to the County, as required by the FILOT Act, for Project property placed in service between January 1, 2011, and December 31, 2016, and has been doing so; and

WHEREAS, the County determined, in conjunction with the authorization of the Fee Agreement that the acquisition and construction of the Project will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, at the time of the authorization of the Fee Agreement, the Company represented to the County that the Project will represent a capital investment in the County of an expected Twenty-five Million Dollars (\$25,000,000) (but not less than Fifteen Million Dollars (\$15,000,000)), total, including in property not subject to FILOT payments, and a possible investment larger than that and creation of approximately thirty (30) new, full-time jobs at the Project, in the County, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (January 1, 2011) and ending five (5) years after the last day of the property tax year (2011) during which the Project is first placed in service, and that such investment is done in order to enhance the economic development of the County and in furtherance thereof, the County desired to assist the Company in locating the Project within the County; and

WHEREAS, since the execution and delivery and mutual execution of the Fee Agreement, the Company has invested in excess of \$20,000,000 in the Project, thereby meeting the threshold requirements and conditions for the County to implement the Credits for the Company, necessitating the legislation necessary for placing the Project property(ies) into a Multi-County Park, and the execution and delivery of an infrastructure financing agreement (the “Infrastructure Financing Agreement”) to authorize the application of the Credits against the Company’s County property tax bills; and,

WHEREAS, the Company has indicated to the County an intent to now make the substantial additional investment into the Project than was originally forecast, and has committed to an additional expected new investment in the Project of \$12,000,000, for a total expected investment in the Project of \$37,000,000 (the \$25,000,000 original expected investment plus the new \$12,000,000 expected investment); and

WHEREAS, based on the expected new investment, the Company has asked the County to amend and restate the original fee agreement, and execute and deliver additional new agreements, to: extend the investment period of the Fee Agreement by an additional two (2) years, to a total of seven (7) years; extend the term of the fee agreement from twenty (20) years to a new term of thirty (30) years, for each increment of investment made by the Company during the seven (7) year investment period; actually

place the Project property(ies) into a Multi-County Park, as already agreed upon by the County; and execute and deliver an Infrastructure Financing Agreement, authorizing the implementation of the Credits by the Company, beginning with the County property tax bill for the Project due, for the tax year ending on December 31, 2015 in the fall of 2016; and

WHEREAS, the Company and the County have had drafted and reviewed, respectively, this Amended and Restated Fee Agreement, (Amending and Restating that certain Fee In Lieu of Tax Agreement between Greenville County, South Carolina and Project Edison dated as of December 1, 2011) a new Exhibit A to an existing 2010 Multi-County Park Agreement with Anderson County to include the Project property(ies) in that Multi-County Park(the “New Exhibit A”), to be approved by separate ordinance of the County, and an Infrastructure Financing Agreement authorizing the implementation and application of the Credits to the County’s property tax bill for the Project, starting with the County tax bill to be delivered in the fall of 2016; and

WHEREAS, the County has found that this Amended and Restated Fee Agreement, the new Exhibit A, and the Infrastructure Financing Agreement are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended:

WHEREAS, the County has authorized the foregoing actions to be taken on behalf of the County, and the execution of this Agreement, pursuant to that certain ordinance enacted by the County Council of the County with respect to the Project on _____, 2016; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Amended and Restated Fee in Lieu of Tax Agreement (this “Agreement”) with the Company subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof. The Act is also known as the FILOT Simplification Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the

County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“*Agreement*” shall mean this Amended and Restated Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Authorized Company Representative*” shall mean any person or persons at the time designated to act on behalf of the Company by written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by any officer or employee of the Company to whom the Company has delegated authority to administer this Agreement.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Commencement Date*” shall mean December 31, 2011, the last day of the property tax year during which real or personal property comprising the Project is first placed in service.

“*Company*” shall mean Project Edison, a Delaware corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County.

“*Cost*” shall mean the cost of acquiring by construction and purchase, the Project, including any infrastructure improvements, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are 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 Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project; and (f) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

“*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.

“*Credits*” shall mean the special source revenue credits authorized by the Infrastructure Finance Agreement and as set forth in Section 5.01 hereof.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) or 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.

“*Extended Investment Period*” shall mean the period beginning with the first day that real or personal property comprising the Project is placed in service (January 2, 2011) and ending December 31, 2018, the date that is seven years after the Commencement Date.

“*FILOT*” shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the Company’s payment of the FILOT.

“*FILOT Simplification Act*” shall mean Title 12, Chapter 44, of the Code, as amended through the date hereof.

“*Inducement Agreement*” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of August 16, 2011.

“*Infrastructure Costs*” shall mean the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project; and the improved and unimproved real property,

buildings, and structural components of buildings and personal property, including machinery and equipment, used in the operation of the Project.

“Infrastructure Credits” shall mean those special source revenue credits authorized by the Act, as specifically addressed in Section 5.01, hereof.

“Infrastructure Financing Agreement” shall mean that certain Infrastructure Financing Agreement between the County and the Company, dated as of August 1, 2016, granting the use of Infrastructure Credits to the Company.

“Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is placed in service (January 2, 2011) and ending December 31, 2016, the date that is five years after the Commencement Date.

“Land” shall mean the real estate upon which the Project is located, if any, as described in EXHIBIT “A” attached hereto, as EXHIBIT “A” may be supplemented from time to time in accordance with the provisions hereof, whether such real estate is subjected to the FILOT, itself, or not. At the outset of this Agreement, no real estate is FILOT or Economic Development Property.

“Negotiated FILOT Payment” shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

“Non-Economic Development Property” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Extended Investment Period; (ii) property not placed in service during the Extended Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments.

“Park” shall mean a joint county industrial and business park established pursuant to Article VIII, Section 13 of the Constitution of the State, and Section 4-1-170 of the Code.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean, in connection with the Company’s manufacture and production and repair and overhaul of products in the County and to the extent such items are either placed in service during the Extended Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Extended Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment; and, as to all other investments in the Project, shall mean the Non-Economic Development Property.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation, or eminent domain proceedings as described in Article VII hereof.

“*Replaced Property*” shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

“*Replacement Property*” shall mean any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

“*State*” shall mean the State of South Carolina.

“*Streamlined FILOT Act*” shall mean Title 4, Chapter 12, of the Code, as amended through the date hereof.

“*Term*” shall mean the term of this Agreement, as set forth in Section 5.01 hereof.

“*Threshold Date*” shall mean December 31, 2018, as extended by this Agreement.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended, or any successor provision.

SECTION 1.02. References to Agreement The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole, unless the context clearly requires otherwise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations and Warranties by County. The County makes the following representations and warranties 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.

(b) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project.

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property, including the Land.

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

(a) The Company is a Delaware corporation validly existing and authorized to do business in the State of South Carolina; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project primarily for the purposes of manufacturing, repair, and overhaul facilities, and for other lawful purposes.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company began investment in the Project on January 2, 2011, and placed in service the first phase of the Project during calendar year 2011, has expended in excess of \$20,000,000 in the Project through the end of 2015, and now expects to expend approximately Thirty

Seven Million Dollars (\$37,000,000), in total taxable investment, for Costs of the Project, including the Non-Economic Development Property, and may invest substantially more, and expects to create thirty (30) new, full-time jobs at the Project in the County, all during the Extended Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

SECTION 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

SECTION 3.02. No Warranties by County. The Company acknowledges that it has examined the Land and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement, and knows the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of the County; and that the Company in entering into this Agreement is relying solely upon its own examination thereof and of any portion of the Project acquired subsequent to the date hereof. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

SECTION 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the Act, upon the conveyance of title to the Project to the County at the expense of the Company, and to the extent permitted by law, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than December 31 of the year in which such portion of the Project is placed in service. Notwithstanding anything herein to the contrary, the County's agreement to take title of the Project shall be conditioned upon the receipt of evidence satisfactory to the County of (1) marketable title to such real property, and (2) no environmental contamination of such property, and receipt by the County of acceptable environmental and related Project indemnification by the Company.

SECTION 3.04. Joint-County Industrial and Business Park and Special Source Revenue Credit. The County agrees that the Company has already invested at least Twenty Million Dollars (\$20,000,000), total, including in non-FILOT property, in the Project during the Investment Period, and has therefore agreed to amend the 2010 joint-county industrial and business park agreement (the “Park Agreement”) with Anderson County to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company’s site(s) within the County, and to undertake and execute those procedures and documents necessary for the expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s). Further, the County shall use its best efforts and endeavor to work with Anderson County or one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish the Project in such Park in accordance with the terms of this Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s). Further, inasmuch as the Company has invested at least Twenty Million Dollars (\$20,000,000) in new taxable investment in the Project (including non-FILOT investment) by the end of the Investment Period, the provisions, terms, and conditions of an Infrastructure Financing Agreement between the County and the Company, granting the Company a twenty percent (20%) credit against FILOT payments for the Project in the Park , for ten (10) years that such payments are made (the “Infrastructure Credits”, as defined herein), have been authorized by the same ordinance(s) of the County that authorized this Agreement, and shall be, to the extent not prohibited by law, consistent with the terms of this Agreement. Such credits may be taken by the Company, to the extent of documented investment by the Company in Infrastructure Costs in accordance with Section 5.01, hereof, beginning with the County property tax bill to be issued by the County in the fall of 2016 (for County property taxes on property placed in service through December 31, 2015).

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project.

(a) The Company hereby agrees to expend upon the Cost of the Project an expected Thirty Seven Million Dollars (\$37,000,000) (and has already invested, in the Project, more than the Fifteen Million Dollars (\$15,000,000 minimum investment originally agreed upon)) during the Extended Investment Period. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company’s sole judgment, practicable.

(b) The Company shall retain title to the Project (specifically recognizing that certain Non-Economic Development Property may be leased, not owned by the Company), throughout the

Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

SECTION 4.02. Maintenance of Project. The Company at its own expense during the Term of this Agreement will keep and maintain the Project (not including Non-Economic Development Property not owned by the Company) in good operating condition. The Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances hereafter enacted which involve a change of policy on the part of the government body enacting the same.

SECTION 4.03. Modification of Project.

(a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.

(b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

SECTION 4.04. Records and Reports.

(a) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Extended Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings").

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes

contain proprietary, confidential, or trade secret matters. The County shall, to the extent allowed by law, conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

(c) Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents with regard to the Project while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

ARTICLE V

PAYMENTS IN LIEU OF TAXES; FUNDING FOR INFRASTRUCTURE PROJECT

SECTION 5.01. Payments in Lieu of Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a "FILOT") in the amount calculated as set forth in paragraph (b) below, on or before January 15 of each year commencing on January 15, 2013, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it taxable; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) placed in service during the Extended Investment Period, for each of the thirty (30) 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) through (e) below (a "Negotiated FILOT"); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the *ad valorem* taxes that would otherwise be due on such property were it taxable, with appropriate reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if *ad valorem* taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii)

above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

The Company and the County intend that, for each phase of the Project, the annual Negotiated FILOT payments hereunder shall be payable for a consecutive period of up to thirty (30) years.

(c) (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a millage of the millage rate in effect, for all taxing entities, at the Project Site on June 30, 2011, which the parties hereto believe to be 253.8 mills, for all Project property, which millage rate shall remain fixed for the Term, and (3) an assessment ratio of 6%. Such fair market value must be that determined by the Department of Revenue. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code. The Negotiated FILOT Payments shall include and take into account all Infrastructure Credits authorized by the Ordinance authorizing the execution and delivery of this Agreement, by that certain Infrastructure Financing Agreement between the County and the Company dated as of August 1, 2016, and Section 3.04, hereof.

(iii) If legislation generally reducing the minimum assessment ratio applicable to the Project shall be enacted, the County shall amend this Agreement to afford the Company the lowest assessment ratio permitted by law. Moreover, if taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation, except as to those obligations which are stated herein to survive any termination of this Agreement.

(d) The FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by and in accordance with the Act.

(f) Reserved.

(g) In the event that the Company shall fail to maintain at least \$15,000,000 in total taxable investment with regard to the Project (without regard to depreciation) at any time after the Threshold Date, then the Project shall as of such time be subject, prospectively, subject to normal ad valorem tax treatment as imposed by law.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than forty five (45) days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same.

SECTION 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes or for non-payment of FILOT Payments.

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Damage and Destruction. If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. In the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair, or restoration, the County shall not have any responsibility to complete the work thereof or pay that portion of the costs thereof in excess of the amount of said proceeds. Except as set forth in Section 7.03 hereof, the Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or any abatement or diminution of the amounts payable hereunder.

SECTION 7.02. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the county whether it has elected to restore the Project. If it shall be determined to restore the

Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing, repair, and overhaul facility.

SECTION 8.02. Right to Inspect. The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

SECTION 8.03. Limitation of Pecuniary Liability for County. Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance or any other remedy available at law or in equity.

SECTION 8.04. Maintenance of Existence. The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. The Company may permit one or more other Persons to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any liability whatsoever, including without limitation, liability under any regulatory laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, including, but not limited to, attorney's fees and claims arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorney's fees incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County 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 any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses, including, but not limited to, attorney's fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the

Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 8.05 shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements. The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions.

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and indemnification pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefor.

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing

on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project may be subject to *ad valorem* taxes from the date of termination.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or Administration Expenses or indemnification under Section 8.05 hereof, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, the Company shall fail to proceed promptly to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable already accrued FILOT Payments or Administration Expenses due hereunder;

(ii) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

SECTION 11.03. Application of Moneys Upon Enforcement of Remedies. Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the FILOT (which in turn shall be applied as specified in Section 5.02 hereof).

SECTION 11.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

SECTION 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

SECTION 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

- (a) As to County:
Greenville County, South Carolina
Attn: Mr. Joe Kernell, County Administrator
County Square, Suite 2400
Greenville, South Carolina 29601
- (b) As to Company:
Project Edison

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 12.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

SECTION 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

SECTION 12.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.

SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

BY: _____
Bob Taylor, Chairman
Greenville County Council
Greenville County, South Carolina

BY: _____
Joe Kernell
Greenville County Administrator

(SEAL)

ATTEST:

Theresa B. Kizer, Clerk to Counsel
Greenville County, South Carolina

PROJECT EDISON

BY: _____

ITS: _____

EXHIBIT “A”

To the Amended and Restated Fee in Lieu of Tax Agreement between
Greenville County, South Carolina and
Project Edison
Dated as of August 1, 2016

LAND DESCRIPTION

Project Edison Tracts – Greenville County Map #: G006.00-03-002.00 and Greenville
County Map #: G006.00-03-006.04.