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AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

between

GREENVILLE COUNTY, SOUTH CAROLINA

and

GREENVILLE COUNTY BUSINESS PARK  
PUBLIC FACILITIES CORPORATION

Dated as of September 1, 2016

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## AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT

THIS AMENDED AND RESTATED INFRASTRUCTURE CREDIT AGREEMENT, dated as of September 1, 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 GREENVILLE COUNTY BUSINESS PARK PUBLIC FACILITIES CORPORATION, a corporation controlled by and operating on behalf of Greenville County and organized and existing under the laws of the State of South Carolina, its successors, affiliates and assigns (the “Company”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Sections 4-1-175, 4-12-30(K)(3), 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 the continued development by the Company of a 700 +/- acre business and industrial park on behalf of the County (the “Project”) in order to enhance the economic development of the County; and

WHEREAS, the Company has determined that it intends to continue developing the Project on the tract of land described on the attached Exhibit A; and

WHEREAS, the Company was established by and operates exclusively on behalf of the County; and

WHEREAS, this Agreement amends and restates the Infrastructure Credit Agreement dated as of August 1, 2002 between the County and Greenville County Research & Technological Development Corporation relating to the Project; and

WHEREAS, the County Council has agreed to provide infrastructure tax credit reimbursement to defray a portion of the cost of infrastructure, real estate and improvements, including the acquisition of real property, thereon for the Project during the first fifteen (15) years of the Project; and

WHEREAS, the County and Anderson County have established a joint county industrial business park (the “Park”) by entering into an Agreement for Development of the Joint County Industrial Park, dated August 16, 2016, as amended from time to time (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Greenville County (the “Fee Payments”) 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 County has agreed to provide financing or reimbursement of the Cost of the Infrastructure (as defined herein) to the Company to acquire and construct certain infrastructure, real estate and improvements thereon with respect to the Project more particularly described on the attached Exhibit B (the “Infrastructure”) by means of providing a credit against the Fee Payments equal to ninety-five percent (95%) of the Fee Payments remaining after the required payment to Anderson County is made pursuant to the Park Agreement during the first fifteen (15) years of the Project; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on September 6, 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

SECTION 1.01. 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, Chapters 1, 12 and 29 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, any Vice President or Treasurer or Assistant Treasurer or Secretary or Assistant Secretary.

“Authorized County Representative” shall mean any 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 Chairman of County Council or County Administrator or Clerk to County Council.

“*Company*” shall mean Greenville County Business Park Public Facilities Corporation, its successors and assigns; provided that all subsequent assignments from an entity other than Greenville County Business Park Public Facilities Corporation require the written consent of Greenville County Business Park Public Facilities Corporation.

“*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 Payments*” shall mean payments in lieu of taxes made to the County with respect to the Project as required by the Park Agreement.

“*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.

“*Infrastructure*” shall mean the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, including the acquisition of real property, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company.

“*Infrastructure Credit*” shall mean the credit to 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.

“*Ordinance*” shall mean the ordinance enacted by the County Council on September 6, 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, dated August 16, 2016, between the County and Anderson County, South Carolina, as amended or supplemented.

“*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.

## 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 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 by an Authorized County Representative, 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 and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, 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 an Authorized Company Representative 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 continue in the acquisition and construction of the Project in the County and in the State of South Carolina.

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

#### INFRASTRUCTURE 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 agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit 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. Infrastructure Tax Credits.

(a) Commencing with the payment of the Fee Payments finally due from the Company to Greenville County on January 15, 2017, and continuing for a period of fourteen (14) years thereafter (for a total of fifteen (15) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 95% of the Fee Payments remaining after the required payment to Anderson County is made pursuant to the Park Agreement. The Infrastructure Credit shall be taken as an offset against the Fee Payments in each of the years due. Notwithstanding anything herein to the contrary, after any portion of the Project is sold or leased, such sold or leased portion of the Project shall no longer be eligible for the Infrastructure Credit provided for in this Agreement and shall instead be subject to *ad valorem* taxation, unless the Greenville County Business Park Public Facilities Corporation consents in writing to such lessee or subsequent owner receiving the Infrastructure Credit for the portion of the Project so leased or acquired.



THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE 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 INFRASTRUCTURE CREDITS. 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) 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. 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.

#### 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 others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee (provided that such assignment has been

consented to in writing by Greenville County Business Park Public Facilities Corporation) 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 Infrastructure 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 Fee Payments for performance by the County of its obligations under this Agreement.

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. Upon request of the Company, the County will execute a UCC-1 Financing Statement to be filed by the Company in order to perfect its security interest granted hereby.

## 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, 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 upon this Agreement;

(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) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or

(e) 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 Infrastructure 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 Infrastructure 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 delivered 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 100  
Greenville, South Carolina 29601  
Attention: County Administrator

(b) if to the Company: Greenville County Business Park Public  
Facilities Corporation  
301 University Ridge, Suite 100  
Greenville, South Carolina 29601  
Attention: President

With a copy in either case to: Haynsworth Sinkler Boyd, P.A.  
Post Office Box 2048  
Greenville, South Carolina 29602  
Attention: Jeremy L. Cook & Bradford L. Love

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County 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.

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

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council  
Greenville County, South Carolina

ATTEST:

By: \_\_\_\_\_  
County Administrator  
Greenville County, South Carolina

By: \_\_\_\_\_  
Clerk to County Council  
Greenville County, South Carolina

GREENVILLE COUNTY BUSINESS PARK PUBLIC  
FACILITIES CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**LAND DESCRIPTION**

**Parcel 1**

All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as TRACTS A, B, C, D, & E on plat entitled "SURVEY FOR GROVE CREEK TECHNOLOGY PARK" dated September 13, 1999, prepared by C.O Riddle Surveying Co., Inc. and recorded in the ROD Office for Greenville County in Plat Book 41-G at Page 54A&B, reference to said plat being craved for a complete meets and bounds description.

**Parcel 2**

All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as TRACT F on plat entitled "SURVEY FOR GROVE CREEK TECHNOLOGY PARK, dated September 13, 1999, prepared by C.O Riddle Surveying Co., Inc. and recorded in the ROD Office for Greenville County in Plat Book 41-G at Page 54 A&B, reference to said plat being craved for complete meets and bounds description.

**Parcel 3**

All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Greenville, on the southeastern side of Old Grove Road, containing approximately 0.059 acres (2,569 sq. ft.) being shown and designated as Parcel #9 on survey entitled "Right of Way Abandonment and Acquisition Survey for Old Grove Road Realignment" by Triad Surveyors & Land Planners, Inc. dated June 7, 2001, recorded June 20, 2001 in Plat Book 44-D at Page 74 in the Office of the Register of Deeds for Greenville County, South Carolina, reference to said plat being craved for a metes and bounds description thereof.

**Parcel 4**

All that certain piece, parcel or lot of land, containing 0.12 acres, more or less, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as PARCEL"A" on plat entitled "SURVEY FOR GREENVILLE COUNTY RESEARCH AND TECHNOLOGY DEVELOPMENT CORPORATION" dated June 29, 2001, prepared by Triad Surveyors & Land Planners, Inc. being recorded in the ROD Office for Greenville County, South Carolina, in Plat Book 44-I at Page 23, reference to said plat being craved for a complete metes and bounds description.



## Parcel 5

All that piece, parcel or tract of land containing a total of approximately 2.70 acres of land situation, lying and being on the Eastern and Southern side of Grove Creek Parkway near Moonville, in Greenville County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for Grove Creek Parkway. This being the same property shown on plat by Triad Surveyors and Land Planners, Inc. for the South Carolina Department of Transportation "Right of Way Relinquishment Survey of Grove Creek Parkway" dated December 9, 2004 and identified as Parcels 1 (0.20 acres), 2 (0.59 acres), 3 (1.44 acres) and 4 (0.47 acres) and described as follows:

### Lot 1 (0.20ac)

Beginning at a point located on the Eastern most point of the subject parcel on the existing 33 foot right of way line of Old Road S-83 and on the new 40 foot right of way line of Grove Creek Parkway, 40 feet left of approximate survey station 54+40 of Grove Creek Parkway, thence N. 76°08'04" W for a distance of 314.34 feet along the existing 33-foot right of way line of Old Road S-83 to a point on the existing 33 foot right of way line of Old Road S-83; thence N75°52'15" W for a distance of 5.76 feet, along the curve of the existing 33 foot right of way line of Old Road S-83 to a point on the Western property line of the subject parcel, thence N. 27°07'10" E for a distance of 55.27 feet, along the Western property line of the subject parcel to a point on the new 40-foot right of way line of Grove Creek Parkway, 40 feet left of approximate survey station 60+50 of Grove Creek Parkway, thence S66°12'10" E for a distance of 312.11 feet, along the new 40-foot right of way line of Grove Creek Parkway to the point of beginning. Being bound on the North and East by the new 40-foot right of way line of Grove Creek Parkway, on the South by lands now or formerly of Toyoda Koki Automotive, and on the West formerly of the SCDOT.

### Lot 2 (0.59ac)

Beginning at the Northwestern most corner of the subject parcel on the existing 33-foot right of way line of Old Road S-83 and on the new 40-foot right of way line of Grove Creek Parkway, for a distance of 456.03 feet, along the new 40-foot right of way line of Grove Creek Parkway to an iron pin set; thence S 66°12'10" E for a distance of 78.58 feet, along the new 40-foot right of way line of Grove Creek Parkway to a point on the Eastern property line of the subject parcel, 40 feet left of approximate survey station 60+50 of Grove Creek Parkway; thence S 27°07'01" W for a distance of 55.27 feet, along the Eastern property line of the subject parcel to a point on the curve of the existing 33-foot right of way line of Old Road S-83; thence N 49°10'42" W for a distance of 558.84 feet, along the curve of the existing 33-foot right of way line of Old Road S-83 to the point of beginning. Being bound on the North by the new 40-foot right of way line of Grove Creek Parkway, on the East by lands now or formerly of the SCOOT, on the South and West by lands of the Grantee.

Lot 3 (1.44ac)

Beginning at point located on the Northern most corner of the subject parcel on the existing 33-foot right of way line of Old Road S-83 and on the new 40-foot right of way line of Grove Creek Parkway, 40 feet right of approximate survey station 79-80 of Grove Creek Parkway: thence  $S02^{\circ}57'01''$  E for a distance of 155.16 feet, along the curve of the existing 33-foot right of way line of Old Road S-83 to a point on the existing 33-foot right or way line of Old Road S-83; thence  $S 09^{\circ}08'36''$  E for a distance of 1092.29 feet, along the existing 33-foot right of way line of Old Road S-83 to a point on the existing 33-foot right of way line or Old Road S-83 thence  $S13^{\circ}14'18''$  E for a distance on 77.18 feet, along the curve of the existing 33-foot right of way line of Old Road S-83 to a point on the new 40-foot right of way line of Grove Creek Parkway, 40 feet right of approximate survey station 65+96 of Grove Creek Parkway thence  $N 32^{\circ}29'38''$  W for a distance of 180.70 feet, along the curve of the new 40-foot right of way line of Grove Creek Parkway to a point on the new 40-foot right of way line of Grove Creek Parkway and on the existing 33-foot right of way line of Old Road S-83, 40 feet right of approximate survey station 67+84 of Grove Creek Parkway; thence  $N 09^{\circ}08'36''$  W for a distance of 637.86 feet, along the existing 33-foot right of way line of Old Road S-83 to a point on the new 40-foot right of way line of Grove Creek Parkway, 40 feet right of approximate survey station 74+50 of Grove Creek Parkway; thence  $N 00^{\circ}43'37''$  W for a distance of 423.69 feet, along the new 40-foot right or way line of Grove Creek Parkway to an iron pin set; thence  $N 02^{\circ}29'17''$  E for a distance of 102.67 feet, along the curve of the new 40-foot right of way line of Grove Creek Parkway to the point of beginning. Being bound on the North and East by lands of the Grantee, on the South and West by the 40-foot right of way for Grove Creek Parkway

Lot 4 (0.47 ac)

Beginning at a point located on the northern most corner of the subject parcel on the existing 33-foot right of way line of Old Road S-83 and on the new 40-foot right of way line of Grove Creek Parkway, 40 feet right of approximate survey station 91+85 of Grove Creek Parkway, thence  $S 17^{\circ}23'21''$  W for a distance of 38.32 feet, along the existing 33-foot right of way line of Old Road S-83 to a point on the existing 33-foot right of way line of Old Road S-83; thence  $S 29^{\circ}53'57''$  W for a distance of 264.61 feet, along the curve of the existing 33-foot right of way line of Old Road S-83; thence  $S 42^{\circ}24'21''$  W for a distance of 423.78 feet, along the existing 33-foot right of way line of Old Road S-83 to a point on the existing 33-foot right of way line of Old Road S-83; thence  $S 31^{\circ}35'37''$  W for a distance of 265.37 feet, along the curve of the existing 33 foot right of way line of Old Road S-83 to a point on the new 40-foot right of way line of Grove Creek Parkway, 40 feet right of approximate survey station 81+90 of Grove Creek Parkway; thence  $N 30^{\circ}26'04''$  E for a distance of 386.85 feet, along the curve of the new 40-foot right of way line of Grove Creek Parkway to a point on the new 40-foot right of way line of Grove Creek Parkway; thence  $N 42^{\circ}32'50''$  E for a distance of 304.33 feet, along the new 40-foot right of way line of

Grove Creek Parkway to an iron pin set; thence N 33°57'40" E for a distance of 298.19 feet, along the curve of the new 40-foot right of way line of Grove Creek Parkway to the point of beginning. Being bound on the North and East by lands of the Grantee, on the South and West by the new 40-foot right of way of Grove Creek Parkway.

**LESS AND EXCEPT THE FOLLOWING:**

**Tract 1**

All that certain tract, piece, or lot of land located in Greenville County, South Carolina, containing 15.53, plus or minus, acres and being more particularly shown on a plat of survey entitled "Acquisition from Greenville County, South Carolina," dated November 24, 2015, Map NO. 109418-450661, recorded in Plat Book 1226 at Page 91 in the Office of the Register of Deeds for Greenville County, South Carolina;

**Tract 2**

All that certain , piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 55 acres, more or less, located along the southern most right-of-way of Grove Reserve Road as shown on plat of survey entitled "ALTA/ACSM Land Title Survey for Becknell Industrial, LLC" prepared by C.O. Riddle Surveying Co., Inc. dated December 15, 2015 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1227 at Page 0076, reference to which is hereby craved for a metes and bounds description thereof;

**Tract 3**

**ALL PROPERTY CONVEYED PURSUANT TO THE FOLLOWING DEEDS:**

Grantee	Deed Book and Page	Recording Date
Toyoda-Koki Automotive-South Carolina, Inc.	1916-1241	6-29-00
James Kenneth Culbertson	1957-1989	6-29-01
Rebecca J. Snipes	1957-1994	6-29-01
William E. Haselden	1957-1998	6-29-01
Greenville County	1965-1357	8-31-01
Matrix Investors I, LLC	1965-1359	8-31-01
Toyoda-Koki Automotive South Carolina, Inc.	1970-1442	10-12-01
Matrix Investors I, LLC	2007-415	8-28-02
Matrix Investors II, LLC	2060-264	10-20-03
County of Greenville South Carolina	2129-1707	2-10-05
The Blood Connection	2136-622	3-24-05
Greenville 2006 LLC	2207-1321	5-30-06
C A Real Estate LLC	2207-1336	5-30-06
Matrix Investors III LLC	2226-55	9-7-06

Matrix Investors IV LLC	2229-23	9-27-06
South Greenville Area Fire District	2379-2470	10-15-10
South Carolina Department of Transportation	2397-4396	12-07-11
Kimura, Inc.	2433-4256	10-25-13

**Tract 4**

ALL that piece, parcel or lot of land situate and being near Moonville, in Greenville County, South Carolina, located on the south side of the Matrix Parkway and shown as 3.00 acres on plat entitled "GREENVILLE COUNTY RESEARCH AND TECHNOLOGICAL DEVELOPMENT CORPORATION" by Thomas P. Dowling dated August 20, 2009 and recorded in the ROD Office for Greenville County in Plat Book 1189 at Page 68 on September 29, 2014. Reference is made to the recorded survey for a more complete description.

EXHIBIT B  
INFRASTRUCTURE

The Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act.