

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF GREENVILLE COUNTY
ORDINANCE NO. _____

AUTHORIZING THE TERMINATION AND CANCELLATION OF THAT CERTAIN FEE IN LIEU OF *AD VALOREM* TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 29, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, ENTERED INTO AS OF DECEMBER 22, 1994 BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA (“COUNTY”), GREENWOOD COUNTY, SOUTH CAROLINA, AND KEMET CORPORATION (“COMPANY”); AUTHORIZING THE CONVERSION OF THAT CERTAIN FEE IN LIEU OF *AD VALOREM* TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 29, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, ENTERED INTO AS OF DECEMBER 31, 1997 BETWEEN THE COUNTY AND THE COMPANY TO A SIMPLE FEE IN LIEU OF *AD VALOREM* TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44 CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; AUTHORIZING THE TERMINATION AND CANCELLATION OF CERTAIN LEASE PURCHASE AND MILLAGE RATE AGREEMENTS AND OTHER ASSOCIATED AGREEMENTS BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE RE-CONVEYANCE BY THE COUNTY OF RELATED PROPERTY TO THE COMPANY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Greenville County, South Carolina (“County”), acting by and through its County Council (“County Council”), together with Greenwood County, South Carolina (“Greenwood County”), acting by and through its County Council (“Greenwood County Council”) (the County and Greenwood County collectively hereinafter, the “Counties”), as authorized and empowered under the provisions of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Purchase and Millage Rate Agreement among the Counties and the Company, dated as of December 22, 1994, a copy of which is attached hereto as **Exhibit A** (“1994 Lease Agreement”), pursuant to which (i) Company committed to invest \$111 million in real and personal property in the County for the purpose of acquiring and constructing manufacturing facilities in the County (“1994 Project”) and (ii) the County provided the Company with certain fee-in-lieu of *ad valorem* tax (“FILOT”) benefits with respect to the Project (“1994 Fee”);

WHEREAS, Pursuant to the Original Fee Act, the County entered into a new Lease Purchase and Millage Rate Agreement with the Company, dated as of December 31, 1997, a copy of which is attached hereto as **Exhibit B** (“1997 Lease Agreement”), pursuant to which (i) the 1994 Lease Agreement was amended effective December 31, 1997 in connection with the Company committing to invest an additional \$49 million under the 1994 Lease Agreement (bringing the commitment to \$160 million) and committing to invest a separate \$200 million under the 1997 Lease Agreement in real and personal property in the County for the purpose of acquiring and constructing manufacturing facilities in the County (“1997 Project”) and (ii) the County provided the Company with certain FILOT benefits with respect to the 1997 Project (“1997 Fee”);

WHEREAS, in connection with each of the 1994 Lease Agreement and the 1997 Lease Agreement, the Counties issued their Industrial Revenue Bonds in the aggregate principal amounts of \$160,000,000 and \$200,000,000, respectively (collectively, the “Bonds”);

WHEREAS, as security for payment of the Bonds, the Original Fee Act requires that the Counties hold title to all of the assets subject to the 1994 Fee and the 1997 Fee, and pursuant to the 1994 Lease

Agreement and the 1997 Lease Agreement, such assets have been transferred to the County and leased back to the Company by the County, and FILOT benefits have been provided to the Company thereunder;

WHEREAS, contemporaneously herewith, pursuant to Section 9.12 of each of the 1994 Lease Agreement and the 1997 Lease Agreement, the Company has paid off the Bonds in full;

WHEREAS, in 1997 the General Assembly passed a new FILOT Act, now codified in Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simple Fee Act”), that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, as of the date of this Ordinance, none of the real or personal property subject to the 1994 Lease Agreement is eligible for additional FILOT benefits; more specifically, the final tax year for which real or personal property subject to the 1994 Lease Agreement is eligible for FILOT benefits is tax year 2018;

WHEREAS, pursuant to Section 11.2 of the 1994 Lease Agreement, the Company is exercising its option to purchase the 1994 Project for \$1.00 and, as such, the Company and the County desire to terminate the 1994 Lease Agreement and any agreements related to the 1994 Project, effective for tax year 2019 (“Termination”),

WHEREAS, pursuant to Section 11.3 of the 1994 Lease Agreement, the Company and the County desire to proceed with re-conveying from the County to the Company any and all real or personal property, if any, previously transferred from the Company to the County in relation to the 1994 Project;

WHEREAS, as of the date of this Ordinance, the real and personal property subject to the 1997 Lease Agreement is eligible for FILOT benefits and will remain eligible for such FILOT benefits through and until tax year 2036;

WHEREAS, under Section 12-44-170 of the Simple Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simple Fee Act, the Company desires to and has elected to transfer the 1997 Project from a FILOT arrangement under the Original Fee Act to a FILOT arrangement under the Simple Fee Act (“Conversion”), and the County has consented to the same, subject to the following conditions: (i) a continuation of the same fee payments required under the 1997 Fee for the time required for payments under the 1997 Fee; (ii) a carryover of minimum investment or employment requirements of the 1997 Fee to the FILOT arrangement under the Simple Fee Act, as applicable; and (iii) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the 1997 Fee; and

WHEREAS, in connection with the Conversion, pursuant to Section 11.2 of the 1994 Lease Agreement, the Company is exercising its option to purchase the 1997 Project for \$1.00 and, in addition, pursuant to Section 11.3 of the 1997 Lease Agreement, the Company and the County desire to proceed with re-conveying from the County to the Company any and all real or personal property, if any, previously transferred from the Company to the County in relation to the 1997 Project;

WHEREAS, the Company and the County desire to effectuate the Conversion and proceed with re-conveying from the County to the Company any and all real or personal property previously transferred from the Company to the County in relation to the 1997 Project; and

WHEREAS, in connection with the above, the County Council desires to hereby authorize (i) the Termination, (ii) the Conversion, (iii) the execution and delivery of a Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement pursuant to the Simple Fee Act (“Conversion Agreement”), (iv) the cancellation and termination of the 1997 Lease Agreement and any agreements related to the 1997 Project, and (v) the re-conveyance by the County to the Company of any and all real or personal property previously transferred to the County by the Company in relation to either the 1994 Project or the 1997 Project.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Termination of 1994 FILOT Arrangement; Termination of 1994 Lease Agreement and Related Documentation.

(a) The County approves the Termination and, in connection therewith, hereby authorizes and directs the Chairman of County Council and the County Administrator to execute and deliver any and all documents necessary to effectuate the Termination, in the name of and on behalf of the County, subject to any revisions thereto as are not materially adverse to the County as may be approved by the County Administrator on receipt of advice from counsel to the County, their execution and delivery of the final Agreement being conclusive of such approval.

(b) The Chairman of County Council and the County Administrator are further authorized to execute and deliver such termination and cancellation agreements, documents, and consents on behalf of the County as may be necessary to cause the termination and cancellation of the 1994 Lease Agreement and any related documentation and the discharge of all obligations thereunder.

(c) The Clerk to County Council is hereby authorized to attest on behalf of the County any of the documentation referred to in paragraphs (a) and (b) above.

Section 2. Consent to Conversion of 1997 FILOT Arrangement; Authorization to Execute and Deliver Converted FILOT Agreement; Termination of 1997 Lease Agreement and Related Documentation.

(a) The County approves the Conversion and, in connection therewith, hereby authorizes and directs the Chairman of County Council and the County Administrator to execute and deliver the Conversion and Fee in lieu of *Ad Valorem* Taxes Agreement, in a form substantially similar to the form attached hereto as **Exhibit C**, in the name of and on behalf of the County, subject to any revisions thereto as are not materially adverse to the County as may be approved by the County Administrator on receipt of advice from counsel to the County, their execution and delivery of the final Agreement being conclusive of such approval.

(b) The Chairman of County Council and the County Administrator are further authorized to execute and deliver such (i) termination and cancellation agreements, documents, and consents on behalf of the County as may be necessary to cause the termination and cancellation of the 1997 Lease Agreement and related documentation (the Bond Issuance and Purchase Agreement, Pledge Agreement, and the Bonds) and the discharge of all obligations thereunder.

(c) The Clerk to County Council is hereby authorized to attest on behalf of the County any of the documentation referred to in paragraphs (a) and (b) above.

Section 3. Authorization of Re-conveyance of FILOT Property from County to Company. The Chairman of County Council and the County Administrator are further authorized to execute and deliver any and all documentation, in the case of personal property by way of a bill of sale in a form substantially

similar to the form included in the attached **Exhibit D** and in the case of real property by way of a quitclaim deed in a form substantially similar to the form included in the attached **Exhibit E**, necessary to transfer title from the County to the Company with respect to all property previously transferred from the Company to the County in relation to either the 1994 Project or the 1997 Project.

Section 4. *Further Assurances.* The Chairman of County Council and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 5. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 6. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

GREENVILLE COUNTY, SOUTH CAROLINA

H. G. Butch Kirven, Jr., Chairman
Greenville County Council

(SEAL)

ATTEST:

Joseph M. Kernell
County Administrator

Regina McCaskill, Clerk to Council
Greenville County Council

READINGS:

First Reading: October 16, 2018
Second Reading: November 6, 2018
Third Reading: December 4, 2018
Public Hearing: December 4, 2018

EXHIBIT A

1994 LEASE AGREEMENT

EXHIBIT B

1997 LEASE AGREEMENT

EXHIBIT C

**FORM OF CONVERSION AND FEE-IN-LIEU OF
AD VALOREM TAXES AGREEMENT**

EXHIBIT D

FORM OF BILL OF SALE

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is given as of the ___ day of November, 2018, by GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), to Kemet Corporation, a Delaware corporation (“Company”). All terms used but not defined herein have the meaning given in the Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement dated November 6, 2018 between the County and the Company (“Fee Agreement”).

RECITALS:

WHEREAS, Greenville County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Purchase and Millage Rate Agreement with the Company and Greenwood County, dated as of December 22, 1994 (“1994 Lease Agreement”), pursuant to which (i) Company committed to invest \$111 million in real and personal property in the County for the purpose of acquiring and constructing manufacturing facilities in the County (“1994 Project”) and (ii) the County provided the Company with certain fee-in-lieu of *ad valorem* tax (“FILOT”) benefits with respect to the Project (“1994 Fee”);

WHEREAS, Pursuant to the Original Fee Act, the County entered into an amendment of the 1994 Lease Agreement effective December 31, 1997 and also entered into a new Lease Purchase and Millage Rate Agreement with the Company, dated as of December 31, 1997 (“1997 Lease Agreement”), pursuant to which (i) the Company committed to invest an additional \$49 million under the 1994 Lease Agreement (bringing the commitment to \$160 million) and committed to invest a separate \$200 million under the 1997 Lease Agreement in real and personal property in the County for the purpose of acquiring and constructing manufacturing facilities in the County (“1997 Project”) and (ii) the County provided the Company with certain FILOT benefits with respect to the 1997 Project (“1997 Fee”);

WHEREAS, the Original Fee Act requires that the County hold title to all of the assets subject to the 1994 Fee and the 1997 Fee, and pursuant to the 1994 Lease Agreement and the 1997 Lease Agreement, such assets have been transferred to the County and leased back to the Company by the County, and FILOT benefits have been provided to the Company thereunder;

WHEREAS, in 1997 the General Assembly passed a new FILOT Act, now codified in Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simple Fee Act”), that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, as of the date of this Bill of Sale, none of the real or personal property subject to the 1994 Lease Agreement is eligible for additional FILOT benefits; more specifically, the final tax for which real or personal property subject to the 1994 Lease Agreement is eligible for FILOT benefits is tax year 2018;

WHEREAS, the Company and the County desire to terminate the 1994 Lease Agreement and any agreements related to the 1994 Project, effective for tax year 2019 (“Termination”), and proceed with re-conveying from the County to the Company any and all real or personal property previously transferred from the Company to the County in relation to the 1994 Project;

WHEREAS, as of the date of this Bill of Sale, the real and personal property subject to the 1997 Lease Agreement is eligible for FILOT benefits and will remain eligible for such FILOT benefits through and until tax year 2036;

WHEREAS, under Section 12-44-170 of the Simple Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simple Fee Act, the Company desires to and has elected to transfer the 1997 Project from a FILOT arrangement under the Original Fee Act to a FILOT arrangement under the Simple Fee Act (“Conversion”), and the County has consented to the same, subject to the following conditions: (i) a continuation of the same fee payments required under the 1997 Fee for the time required for payments under the 1997 Fee; (ii) a carryover of minimum investment or employment requirements of the 1997 Fee to the FILOT arrangement under the Simple Fee Act, as applicable; and (iii) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the 1997 Fee; and

WHEREAS, the Company and the County desire to effectuate the Conversion and proceed with re-conveying from the County to the Company any and all real or personal property previously transferred from the Company to the County in relation to the 1997 Project;

WHEREAS, in connection with the above, the County Council, by Ordinance No. [NUMBER], dated November 6, 2018, has authorized (i) the Termination, (ii) the Conversion, (iii) the execution and delivery of a Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement pursuant to the Simple Fee Act (“Conversion Agreement”), (iv) the cancellation and termination of the 1997 Lease Agreement and any agreements related to the 1997 Project, and (v) the re-conveyance by the County to the Company of any and all real or personal property previously transferred to the County by the Company in relation to either the 1994 Project or the 1997 Project.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant, bargain, sell, transfer, and convey to the Company all of the property and assets conveyed to it, whether real or personal, in connection with the Original Fee, including all machinery, equipment, fixtures, improvements, goods, furniture and office equipment and other personal property now or formerly located on or acquired in connection with the construction of improvements on the land described on Attachment A which would be subject to South Carolina property taxes but for the Simple Fee Arrangement, together with any and all additions, accessions, replacements and substitutions thereto or therefor.

The County represents and warrants that it has full power, right and lawful authority to execute and deliver this Bill of Sale. The County has taken no action to affect title to the property conveyed hereunder. **The County makes no warranty, express, implied or otherwise as to its title, if any, to such property or the condition thereof**, which is conveyed AS IS, WHERE IS, without representation or warranty of any kind.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

H. G. Butch Kirven, Jr., Chairman
Greenville County Council

Joseph M. Kernell
County Administrator

(SEAL)

ATTEST:

Regina McCaskill
Clerk to Council
Greenville County, South Carolina

ATTACHMENT A

(2835 Kemet Way, Simpsonville, S.C. 29681)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Northeastern side of Frontage Road for U. S. Highway #276 and Interstate #385, in the County of Greenville, State of South Carolina, containing 57.182 acres, acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 10, 1987, prepared by Tanner & McConnaughey, P.A., and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin in the Northeasterly right of way of U. S. Highway #276 (Interstate #385), at W. R. Grace's Southwesterly corner, (deed recorded in Deed Book 518, at Page 97), said iron pin being located N. 35-01-15 W., a distance of 3,462.49 feet from the center of paving of S. 23-272, and running thence from said point of beginning with the following six (6) courses and distances of the Northeasterly right of way of U. S. Highway #276: (A) N. 35-22-00 W., a distance of 517.96 feet to an existing concrete monument; (B) N. 35-16-00 W., a distance of 1,215.45 feet to an existing concrete monument; (C) N. 35-22-00 W., a distance of 142.00 feet to an iron pin set; (D) N. 44-38-00 E., a distance of 8.00 feet to an iron pin set; (E) N. 30-33-44 W., a distance of 381.00 feet to an iron pin set; (F) N. 29-48-57 W., a distance of 197.31 feet to an existing iron pin, at the Southeasterly corner of the lands of International Properties (deed recorded in Deed Book 1238, at Page 870); thence leaving said Highway right of way and running with the lines of International Properties (deed recorded in Deed Book 1238, at Page 870), and Harnischfeger Corporation (deed recorded in Deed Book 1163, at Page 006), N. 26-25-49 E., a distance of 1,070.88 feet to an existing concrete monument under tower of Duke Power Company transmission line; thence with lines of Milam, et al. S. 32-26-46 E. with centerline of said power line, a distance of 1,071.18 feet to an existing concrete monument; thence continuing with the lines of Milam, et al. S. 63-34-13 E., a distance of 989.69 feet to an existing concrete monument, at the W. R. Grace Northwesterly corner (deed recorded in Deed Book 518, at Page 97); thence with two (2) of W. R. Grace's lines: (A) S. 22-46-04 W., a distance of 303.38 feet to an existing concrete monument; (B) S. 18-12-25 W., a distance of 1,442.19 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

(200 Fairview Street Extension, Fountain Inn, S.C. 29644)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Eastern side of S. C. Highway No. 418, in the County of Greenville, State of South Carolina, containing 61.3937 acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 8, 1987, prepared by Tanner & McConnaughey, P. A., and having, according to said plat, the following courses and distances:

BEGINNING at an existing 3/4" iron pipe in the Southerly right of way of U. S. Highway #276, at the Northwest corner of the land of Robert B. Holland (deed recorded in Deed Book 705, at Page 316, and Deed Book 1053, at Page 8), said point of beginning also being located N. 55-02-04 W., a distance of 421.12 feet from the center line of Fairview Road (S. 23-713), and running thence from said point of beginning, S. 67-28-58 W. with Robert B. Holland's line, a distance of 382.08 feet to an existing 1" square iron pin at a fence post; thence with another of said Robert B. Holland's lines, S. 02-01-26 W., a distance of 929.15 feet to an existing 1 1/2" iron pipe; thence S. 02-23-49 W., a distance of 31.98 feet to an existing nail and bottle cap in the center line of Fairview Road S. 23-713); thence the following eight (8) courses and distances with the center line of Fairview Road: (A) S. 63-40-44 W., a distance of 99.95 feet to an existing nail and bottle cap; (B) S. 70-52-37 W., a distance of 111.96 feet to an existing nail and bottle cap; (C) S. 66-29-26 W., a distance of 100.01 feet to an existing nail and bottle cap; (D) S. 57-10-10 W., a distance of 100.01 feet to an existing nail and bottle cap; (E) S. 52-57-30 W., a distance of 99.97 feet to an existing nail and bottle cap; (F) S. 51-23-18 W., a distance of 468.67 feet to an existing nail and bottle cap; (G) S. 55-55-37 W., a distance of 166.69 feet to an existing nail and bottle cap; (H) S. 60-33-58 W., a distance of 275.56 feet to an existing nail and bottle cap; thence S. 67-06-41 W., crossing S. C. Highway #418, a distance of 163.98 feet to an existing 2" iron pipe, at the Southeasterly corner of the lands of Louise A. Hodder (deed recorded in Deed Book 1019, at Page 283); thence N. 08-53-56 E., a distance of 185.77 feet to an existing nail in the center of the paving of S. C. Highway #418; thence with the center line of S. C. Highway #418, the following six (6) courses and distances: (A) N. 06-21-28 W. a distance of 853.22 feet to an existing nail; (B) N. 05-56-34 W., a distance of 99.99 feet to an existing nail; (C) N. 05-51-47 W. a distance of 175.81 feet to an existing nail; (D) N. 04-42-23 W. a distance of 100.07 feet to an existing nail; (E) N. 02-13-11 W. a distance of 99.96 feet to an existing nail; (F) N. 04-26-58 E. a distance of 99.99 feet to an existing nail; thence leaving said Highway, S. 70-37-58 E., a distance of 38.40 feet to an existing 3/4" iron pipe located in the Easterly right of way of S. C. Highway #418; thence the following five (5) courses and distances with the Easterly right of way of S. C. Highway #418: (A) N. 11-55-02 E., a distance of 149.98 feet to an existing reinforcing bar, (B) N. 20-04-02 E., a distance of 99.99 feet to an existing reinforcing bar, (C) N. 25-49-02 E., a distance of 99.99 feet to an existing reinforcing bar, (D) N. 31-48-02 E., a distance of 99.99 feet to an existing reinforcing bar; (E) N. 35-20-02 E., a distance of 371.59 feet to an existing reinforcing bar; thence the following six (6) courses and distances with the right of way of ramp of U. S. Highway #276 and Southern right of way of U. S. Highway #276: (A) with the arc of a circular curve having a radius of 209.954 feet to the right and in a Northeasterly direction, an arc distance of 81.20 feet to an existing reinforcing bar (said curve having a chord of W. 46-06-49 E., a distance of 80.70 feet); (B) thence with the arc of a circular curve having a radius of 209.954 feet to the right and in a Northeasterly direction, an arc distance of 215.58 feet to an existing reinforcing bar (said curve having a chord of N. 86-36-28 E., a distance of 206.23 feet); (C) thence with the arc of a circular curve having a radius of 766.297 feet to the left and in a

Northeasterly direction, an arc distance of 480.59 feet to an existing reinforcing bar (said curve having a chord of S. 81-56-50 E., a distance of 472.85 feet); (D) thence N. 80-04-56 E., a distance of 59.62 feet to an existing reinforcing bar; (E) thence S. 77-28-34 E., a distance of 92.43 feet to an existing reinforcing bar; (F) thence S. 55-02-04 E., a distance of 658.39 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

(1224 Old Stage Road, Simpsonville, SC 29681)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Southeastern side of Monroe Drive (S. 23-332), formerly Taro Road, in the County of Greenville, State of South Carolina, containing 36.736 acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 10, 1987, prepare by Tanner & McConnaughey, P. A., and having, according to said plat, the following courses and distances:

BEGINNING at a concrete monument at the point of intersection of the Northwesterly right of way of Interstate 385 and the Northerly right of way of Old Stage Road (S-144), and running thence with the Northerly right of way of Old Stage Road (S-144), the following eleven (11) courses and distances: (A) N. 77-51-40 W., a distance of 114.43 feet to an existing concrete monument; (B) N. 74-51-48 W., a distance of 100.00 feet to an existing iron pin; (C) N. 68-35-48 W., a distance of 99.88 feet to an existing iron pin; (D) N. 63-14-48 W., a distance of 67.26 feet to an iron pin set; (E) S. 58-20-10 W., a distance of 8.19 feet to an existing iron pin; (F) N. 58-11-34 W., a distance of 87.61 feet to an existing iron pin; (G) N. 52-00-31 W., a distance of 97.42 feet to an iron pin set; (H) N. 46-46-52 W., a distance of 95.48 feet to an iron pin set; (I) N. 40-26-31 W., a distance of 97.27 feet to an existing iron pin; (J) N. 34-12-31 W., a distance of 97.25 feet to an existing iron pin; (K) N. 31-30-08 W., a distance of 339.65 feet to an existing iron pin in the Southerly right of way of Monroe Drive (S. 23-332), formerly Taro Road; thence the following three (3) courses and distances with the Southerly right of way of Monroe Drive (S. 23-332), formerly Taro Road; (A) N. 54-45-07 E., a distance of 373.64 feet to an iron pin set; (B) N. 57-18-00 E., a distance of 702.74 feet to an iron pin set; (C) N. 49-30-00 E., a distance of 96.10 feet to an existing 5/8" pinched top gal. pipe in the Southerly line of the Church of God, Trustee's property; thence with the Church of God, Trustee's Southerly property line, N. 88-01-00 E., a distance of 1,137.53 feet to an existing concrete monument in the Northwesterly right of way of Interstate Highway #385; thence the following three (3) courses and distances with the Northwesterly right of way of Interstate Highway #385: (A) S. 37-38-10 W., a distance of 573.32 feet to an existing concrete monument; (B) S. 39-56-10 W., a distance of 1,181.95 feet to an existing concrete monument; (C) S. 60-07-52 W., a distance of 130.40 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

EXHIBIT E

FORM OF QUIT-CLAIM DEED

WITNESS the Grantor's hand and seal as of this ____ day of _____, 2018.

SIGNED, sealed and delivered in the presence of:

WITNESSES:

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____

H.G. Butch Kirven, Jr., Chairman
Greenville County Council

By: _____

Joseph M. Kernell
County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-named Greenville County, South Carolina by and through H.G. Butch Kirven, Jr., Chairman of County Council, and Joseph Kernell, County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand an official seal this the _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

ATTACHMENT A

(2835 Kemet Way, Simpsonville, S.C. 29681)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Northeastern side of Frontage Road for U. S. Highway #276 and Interstate #385, in the County of Greenville, State of South Carolina, containing 57.182 acres, acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 10, 1987, prepared by Tanner & McConnaughey, P.A., and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin in the Northeasterly right of way of U. S. Highway #276 (Interstate #385), at W. R. Grace's Southwesterly corner, (deed recorded in Deed Book 518, at Page 97), said iron pin being located N. 35-01-15 W., a distance of 3,462.49 feet from the center of paving of S. 23-272, and running thence from said point of beginning with the following six (6) courses and distances of the Northeasterly right of way of U. S. Highway #276: (A) N. 35-22-00 W., a distance of 517.96 feet to an existing concrete monument; (B) N. 35-16-00 W., a distance of 1,215.45 feet to an existing concrete monument; (C) N. 35-22-00 W., a distance of 142.00 feet to an iron pin set; (D) N. 44-38-00 E., a distance of 8.00 feet to an iron pin set; (E) N. 30-33-44 W., a distance of 381.00 feet to an iron pin set; (F) N. 29-48-57 W., a distance of 197.31 feet to an existing iron pin, at the Southeasterly corner of the lands of International Properties (deed recorded in Deed Book 1238, at Page 870); thence leaving said Highway right of way and running with the lines of International Properties (deed recorded in Deed Book 1238, at Page 870), and Harnischfeger Corporation (deed recorded in Deed Book 1163, at Page 006), N. 26-25-49 E., a distance of 1,070.88 feet to an existing concrete monument under tower of Duke Power Company transmission line; thence with lines of Milam, et al. S. 32-26-46 E. with centerline of said power line, a distance of 1,071.18 feet to an existing concrete monument; thence continuing with the lines of Milam, et al. S. 63-34-13 E., a distance of 989.69 feet to an existing concrete monument, at the W. R. Grace Northwesterly corner (deed recorded in Deed Book 518, at Page 97); thence with two (2) of W. R. Grace's lines: (A) S. 22-46-04 W., a distance of 303.38 feet to an existing concrete monument; (B) S. 18-12-25 W., a distance of 1,442.19 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

(200 Fairview Street Extension, Fountain Inn, S.C. 29644)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Eastern side of S. C. Highway No. 418, in the County of Greenville, State of South Carolina, containing 61.3937 acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 8, 1987, prepared by Tanner & McConnaughey, P. A., and having, according to said plat, the following courses and distances:

BEGINNING at an existing 3/4" iron pipe in the Southerly right of way of U. S. Highway #276, at the Northwest corner of the land of Robert B. Holland (deed recorded in Deed Book 705, at Page 316, and Deed Book 1053, at Page 8), said point of beginning also being located N. 55-02-04 W., a distance of 421.12 feet from the center line of Fairview Road (S. 23-713), and running thence from said point of beginning, S. 67-28-58 W. with Robert B. Holland's line, a distance of 382.08 feet to an existing 1" square iron pin at a fence post; thence with another of said Robert B. Holland's lines, S. 02-01-26 W., a distance of 929.15 feet to an existing 1 1/2" iron pipe; thence S. 02-23-49 W., a distance of 31.98 feet to an existing nail and bottle cap in the center line of Fairview Road S. 23-713); thence the following eight (8) courses and distances with the center line of Fairview Road: (A) S. 63-40-44 W., a distance of 99.95 feet to an existing nail and bottle cap; (B) S. 70-52-37 W., a distance of 111.96 feet to an existing nail and bottle cap; (C) S. 66-29-26 W., a distance of 100.01 feet to an existing nail and bottle cap; (D) S. 57-10-10 W., a distance of 100.01 feet to an existing nail and bottle cap; (E) S. 52-57-30 W., a distance of 99.97 feet to an existing nail and bottle cap; (F) S. 51-23-18 W., a distance of 468.67 feet to an existing nail and bottle cap; (G) S. 55-55-37 W., a distance of 166.69 feet to an existing nail and bottle cap; (H) S. 60-33-58 W., a distance of 275.56 feet to an existing nail and bottle cap; thence S. 67-06-41 W., crossing S. C. Highway #418, a distance of 163.98 feet to an existing 2" iron pipe, at the Southeasterly corner of the lands of Louise A. Hodder (deed recorded in Deed Book 1019, at Page 283); thence N. 08-53-56 E., a distance of 185.77 feet to an existing nail in the center of the paving of S. C. Highway #418; thence with the center line of S. C. Highway #418, the following six (6) courses and distances: (A) N. 06-21-28 W. a distance of 853.22 feet to an existing nail; (B) N. 05-56-34 W., a distance of 99.99 feet to an existing nail; (C) N. 05-51-47 W. a distance of 175.81 feet to an existing nail; (D) N. 04-42-23 W. a distance of 100.07 feet to an existing nail; (E) N. 02-13-11 W. a distance of 99.96 feet to an existing nail; (F) N. 04-26-58 E. a distance of 99.99 feet to an existing nail; thence leaving said Highway, S. 70-37-58 E., a distance of 38.40 feet to an existing 3/4" iron pipe located in the Easterly right of way of S. C. Highway #418; thence the following five (5) courses and distances with the Easterly right of way of S. C. Highway #418: (A) N. 11-55-02 E., a distance of 149.98 feet to an existing reinforcing bar, (B) N. 20-04-02 E., a distance of 99.99 feet to an existing reinforcing bar, (C) N. 25-49-02 E., a distance of 99.99 feet to an existing reinforcing bar, (D) N. 31-48-02 E., a distance of 99.99 feet to an existing reinforcing bar; (E) N. 35-20-02 E., a distance of 371.59 feet to an existing reinforcing bar; thence the following six (6) courses and distances with the right of way of ramp of U. S. Highway #276 and Southern right of way of U. S. Highway #276: (A) with the arc of a circular curve having a radius of 209.954 feet to the right and in a Northeasterly direction, an arc distance of 81.20 feet to an existing reinforcing bar (said curve having a chord of W. 46-06-49 E., a distance of 80.70 feet); (B) thence with the arc of a circular curve having a radius of 209.954 feet to the right and in a Northeasterly direction, an arc distance of 215.58 feet to an existing reinforcing bar (said curve having a chord of N. 86-36-28 E., a distance of 206.23 feet); (C) thence with the arc of a circular curve having a radius of 766.297 feet to the left and in a

Northeasterly direction, an arc distance of 480.59 feet to an existing reinforcing bar (said curve having a chord of S. 81-56-50 E., a distance of 472.85 feet); (D) thence N. 80-04-56 E., a distance of 59.62 feet to an existing reinforcing bar; (E) thence S. 77-28-34 E., a distance of 92.43 feet to an existing reinforcing bar; (F) thence S. 55-02-04 E., a distance of 658.39 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

(1224 Old Stage Road, Simpsonville, SC 29681)

ALL that certain piece, parcel or tract of land, situate, lying and being on the Southeastern side of Monroe Drive (S. 23-332), formerly Taro Road, in the County of Greenville, State of South Carolina, containing 36.736 acres, more or less, and being shown and designated on plat prepared for Union Carbide Corporation dated April 10, 1987, prepare by Tanner & McConnaughey, P. A., and having, according to said plat, the following courses and distances:

BEGINNING at a concrete monument at the point of intersection of the Northwesterly right of way of Interstate 385 and the Northerly right of way of Old Stage Road (S-144), and running thence with the Northerly right of way of Old Stage Road (S-144), the following eleven (11) courses and distances: (A) N. 77-51-40 W., a distance of 114.43 feet to an existing concrete monument; (B) N. 74-51-48 W., a distance of 100.00 feet to an existing iron pin; (C) N. 68-35-48 W., a distance of 99.88 feet to an existing iron pin; (D) N. 63-14-48 W., a distance of 67.26 feet to an iron pin set; (E) S. 58-20-10 W., a distance of 8.19 feet to an existing iron pin; (F) N. 58-11-34 W., a distance of 87.61 feet to an existing iron pin; (G) N. 52-00-31 W., a distance of 97.42 feet to an iron pin set; (H) N. 46-46-52 W., a distance of 95.48 feet to an iron pin set; (I) N. 40-26-31 W., a distance of 97.27 feet to an existing iron pin; (J) N. 34-12-31 W., a distance of 97.25 feet to an existing iron pin; (K) N. 31-30-08 W., a distance of 339.65 feet to an existing iron pin in the Southerly right of way of Monroe Drive (S. 23-332), formerly Taro Road; thence the following three (3) courses and distances with the Southerly right of way of Monroe Drive (S. 23-332), formerly Taro Road; (A) N. 54-45-07 E., a distance of 373.64 feet to an iron pin set; (B) N. 57-18-00 E., a distance of 702.74 feet to an iron pin set; (C) N. 49-30-00 E., a distance of 96.10 feet to an existing 5/8" pinched top gal. pipe in the Southerly line of the Church of God, Trustee's property; thence with the Church of God, Trustee's Southerly property line, N. 88-01-00 E., a distance of 1,137.53 feet to an existing concrete monument in the Northwesterly right of way of Interstate Highway #385; thence the following three (3) courses and distances with the Northwesterly right of way of Interstate Highway #385: (A) S. 37-38-10 W., a distance of 573.32 feet to an existing concrete monument; (B) S. 39-56-10 W., a distance of 1,181.95 feet to an existing concrete monument; (C) S. 60-07-52 W., a distance of 130.40 feet to the point of beginning.

BEING a portion of the property conveyed to Kemet Electronics Corporation, a Delaware Corporation, by deed of Union Carbide Corporation, dated April 1, 1987, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1293, at Page 752, on April 30, 1987.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at [*See Attachment A*].
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as transfer for consideration paid or to be paid in money or money's worth
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information): Exemption 1. **(If exempt, skip items 4-7 and go to item 8.)**
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____ 0.00
 - (b) Place the amount listed in item 5 above here: \$ _____ 0.00
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a): \$ _____ 0.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
\$ 0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this _____ day
of _____, 2018.

Notary Public for _____

My commission expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, partnership, or a trust in order to become, or as, a stockholder, partner or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.