

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING THE ASSIGNMENT
AND ASSUMPTION OF A FEE IN LIEU OF TAX AGREEMENT BY AND
BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA AND
AUGUSTA GROVE 10 INVESTORS, LLC; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Greenville County, South Carolina (the ***“County”***), acting by and through its County Council (the ***“County Council”***), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the ***“FILOT Act”***) and Title 4, Chapter 1 (the ***“Multi-County Park Act”***), Code of Laws of South Carolina 1976, as amended (the ***“Code”***) to enter into agreements with business or industry whereby the business or industry would pay fees in lieu of taxes with respect to qualified projects; through all such powers, the industrial development of the State of South Carolina (the ***“State”***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Augusta Grove 10 Investors, LLC, a limited liability company organized and existing under the laws of the State of Georgia and duly authorized to transact business in South Carolina (***“Assignor”***), and the County are party to that certain Fee in Lieu of Tax Agreement dated as of April 1, 2025 (the ***“Incentive Agreement”***), wherein the County agreed to provide certain incentives with respect to certain real property in the Incentive Agreement and improvements and other property now or hereafter located thereon, all as more particularly described and defined therein (collectively, the ***“Property”***); and

WHEREAS, Assignor has informed the County that it has entered, or intends to enter, into a contract for the conveyance of any and all real and personal property subject to the Incentive Agreement including, but not limited to the property located at tax map #0409000100130 (the ***“Transferred Property”***), to MDH F3 SC GVL OLD GROVE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (***“Assignee”***); and

WHEREAS, Assignor and Assignee desire to enter into that certain Assignment and Assumption of Fee in Lieu of Tax Agreement (the ***“Assignment”***), wherein and whereby Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor’s right, title and interest to and under the Incentive Agreement, including but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property, all as of the date of conveyance of the Transferred Property to the Assignee (the ***“Conveyance Date”***); and

WHEREAS, Assignor and Assignee have requested that the County authorize, ratify, approve and consent to the assignment to Assignee, to be effective as of the Conveyance Date, in accordance with the provisions of the Incentive Agreement and Section 12-44-120 of the Code, including the transfer of the Transferred Property to Assignee; and

WHEREAS, the Assignor has, at the request of the County, caused to be prepared and presented to this meeting the form of the Assignment which the Assignor and Assignee propose be used to effect the assignment contemplated herein; and

WHEREAS, it appears that the form of Assignment which is now before this meeting is in appropriate form and is an appropriate instrument to be approved by the County for the purposes intended.

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

Section 1. The County hereby authorizes, ratifies, approves and consents to the assignment of the Incentive Agreement by Assignor to Assignee, all as of the Conveyance Date. Pursuant to the terms of the Assignment, Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest in, to and under the Incentive Agreement, including, but not limited to, the terms, covenants, conditions and agreements of the Incentive Agreement as they relate to the Transferred Property. Such authorization, ratification, approval and consent of the County shall be further evidenced by the Assignment.

Section 2. The County releases Assignee from any breach by Assignor or Assignor's duties, obligations and liabilities under the Incentive Agreement with respect to the Transferred Property accruing on or before the Conveyance Date.

Section 3. The County hereby acknowledges that the requirements set forth in the Incentive Agreement for the transfer and assignment of the Incentive Agreement, including without limitation, those requirements set forth in Section 5.09 of the Incentive Agreement, have been fully satisfied and that, to the actual knowledge of the County, no Event of Default (as defined in the Incentive Agreement) existed as of the Conveyance Date or exists as of the date hereof, nor, to the actual knowledge of the County, does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an Event of Default under any or all of the Incentive Agreement. The County further acknowledges that the Incentive Agreement and Assignor's interest in the Incentive Agreement have been transferred to Assignee as of the Conveyance Date and agrees to accept FILOT Payments (as such term is defined in the Incentive Agreement) from Assignee with respect to the Transferred Property and any other Property that may now or hereafter be subject to the Incentive Agreement.

Section 4. The form, terms and provisions of the Assignment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Assignment was set out in this Resolution in its entirety. The Assignment is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel.

Section 5. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effectuate the action herewith taken and the Assignment herein authorized.

Section 6. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

DONE in meeting duly assembled this ____ day of _____, 2025.

COUNTY OF GREENVILLE

By: _____
Benton Blount, Chairman
Greenville County Council

By: _____
Joseph M. Kernell
County Administrator

Attest:

Regina McCaskill,
Clerk to Council