

Transferred Property (the “Partial Assignment”) and further desire Transferee to be established as a Project Affiliate pursuant to Section 4.02 of the SSC Agreement;

WHEREAS, Transferee is registered to do business in South Carolina with the South Carolina Secretary of State and, once established as a Project Affiliate under Section 4.02 of the SSC Agreement, will be qualified to receive the benefits of the Special Source Credits under the Infrastructure Credit Act;

WHEREAS, the County desires to provide its consent to and its ratification of the Partial Assignment in accordance with Section 4.02 of the SSC Agreement; and

WHEREAS, the County, Company, and Transferee have executed a Joinder Agreement, attached hereto as **Exhibit A**, which agreement binds Transferee to the terms of the SSC Agreement, as required by Section 4.02 of the SSC Agreement.

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

Section 1. **Consent to and Ratification of Partial Assignment.** The County hereby consents to and ratifies the Partial Assignment of the SSC Agreement from the Company to OTT One Owner, LLC

Section 2. **Approval of Project Affiliate to SSC Agreement.** The County hereby designates and specifically approves OTT One Owner, LLC as a Project Affiliate under the SSC Agreement for purposes of the Infrastructure Credit Act.

Section 3. **Authorization.** The County Council authorizes the Chairman of the County Council, or the Vice Chairman in the absence of the Chairman, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to take whatever further actions reasonably necessary and prudent to effect the intent of this Resolution.

Section 4. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 5. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

BE IT FURTHER RESOLVED THAT this Resolution shall take effect upon its adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2026.

Benton Blount, Chairman
Greenville County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

EXHIBIT A
JOINDER AGREEMENT TO
SSC AGREEMENT

Joinder Agreement

Reference is made to that certain SPECIAL SOURCE CREDIT AGREEMENT, dated as of January 20, 2022 (the “Agreement”), between the COUNTY OF GREENVILLE, SOUTH CAROLINA (the “County”) and CONE MILLS ACQUISITION GROUP, LLC (the “Company”).

RECITALS:

Section 4.02 of the Agreement allows the Company to assign or transfer any or all of its interest in the Agreement to a Project Affiliate with the consent of the County. Contemporaneously herewith, the Company is assigning a portion of its interest to OTT Owner One, LLC (“Project Affiliate”) and Project Affiliate is agreeing to accept such assignment from the Company subject to its agreement to enter into this Joinder Agreement in favor of the County and for the benefit of the Company.

NOW, THEREFORE, in consideration of the assignment of the Company’s interest in the Agreement as set forth herein and the County’s consent to such assignment as set forth below, Project Affiliate hereby agrees as follows:

1. Property. The property described in the attached Schedule 1 has been acquired by the Project Affiliate (the “Subject Property”) and the Subject Property is currently subject to the Agreement.
2. Joinder to Agreement. The Project Affiliate hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement except the provisions of Section 2.02, Section 3.01 only as it relates to the Company’s obligations thereunder, and Section 6.11, all of which shall remain obligations of the Company, and further acknowledges and agrees that the undersigned shall have all of the rights and obligations as an assignee or successor in interest to the Company as set forth in the Agreement. In addition, the Project Affiliate hereby agrees to indemnify the Company and its members, officers, employees, servants and agents (collectively, the “Company Indemnified Parties”) and hold the Company Indemnified Parties harmless from and against all claims and obligations of the Company to the County and the Indemnified Parties pursuant to Section 6.11 of the Agreement with respect to the Project Affiliate’s performance or failure to perform of its obligations under the Agreement with respect to the Subject Property to the same extent of the Company’s obligations to indemnify the County and the Indemnified Parties under Section 6.11 concerning the Subject Property; provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the Company, its members, agents, officers or employees, or (ii) any breach of the Agreement by the Company.
2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Agreement.
3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.06 of the Agreement shall be sent to Project Affiliate as follows: _____

5. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures or electronic signatures, including but not limited to signatures circulated by e-mail, may be relied upon by all parties to the Agreement and to this Joinder Agreement as if originals.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

OTT OWNER ONE, LLC, a limited liability company organized and existing under the laws of the State of Delaware

By: _____

Name: _____

Title: _____

CONE MILLS ACQUISITION GROUP, LLC, a limited liability company organized and existing under the laws of the State of Delaware

By: _____

Name: _____

Title: _____

The foregoing Joinder Agreement is hereby acknowledged, accepted and agreed to by the County as authorized by the Resolution adopted by the County Council for Greenville County, South Carolina on [REDACTED], 2026.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Title: County Administrator

Schedule 1 to Joinder Agreement

Legal Description of Property

All that certain piece, parcel or tract of land situate lying and being located near the City of Greenville, in the County of Greenville, South Carolina, and being shown and designated as Tract 6 containing 15.807 acres more or less, as shown on that certain plat of survey entitled "Cone Mills Acquisition, LLC" prepared by Site Design, Inc., dated April 7, 2025, recorded April 8, 2025 in the Greenville County Register of Deeds Office in Plat Book 1514, Pages 0053-0054, to which reference is hereby made for a more complete and accurate description.