STATE OF SOUTH CAROLINA	)	AGREEMENT AS TO ASSIGNMENT
	)	AND ASSUMPTION OF FEE IN LIEU OF
COUNTY OF GREENVILLE	)	TAX AGREEMENT

THIS AGREEMENT AS TO ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAX AGREEMENT (this "Agreement"), is effective as of December 1, 2026 (the "Effective Date") by and between Upstate Trade Center Property Owner LP, a Delaware limited partnership (the "Assignor") and 1172 Bracken Road LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Greenville County, South Carolina (the "County") acting by and through its County Council ("Council"), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended ("Code"), and specifically Title 12, Chapter 44 of the Code ("FILOT Act"), previously entered into that certain Fee in Lieu of Tax Agreement dated January 16, 2024 (the "Fee Agreement") between the County and the Assignor, related to certain investments in economic development property in the County, pursuant to which, amongst other things, that the Assignor committed to invest, in the aggregate, at least $23,000,000 in the County ("Project"), and agreed to make, and the County agreed to accept, fee in lieu of tax payments with respect to property eligible for such an arrangement ("Economic Development Property"); and

WHEREAS, On a mutually agreeable closing date ("Closing Date") that is no later than December 31, 2026, the Assignor desires to transfer to Assignee all of the Assignor's right, title, and interest in and to the Project, including without limitation the Real Property (as defined in the Fee Agreement) and any property that has become or is eligible to become Economic Development Property under the FILOT Act (collectively the "Transferred Property"); and

WHEREAS, the Assignors desire to transfer all of Assignor's right, title, and interest in, to, and under the Fee Agreement with respect to the Transferred Property to Assignee effective as of the Closing Date, on the contingency that the Transferred Property is successfully conveyed by Assignor to the Assignee on or before the Closing Date (the "Assignment"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Transfer and Assignment. Contingent upon the Transferred Property being successfully conveyed by Assignor to Assignee on or before the Closing Date, Assignor and Assignee acknowledge and represent that all of Assignor's right, title, and interest in and to the Transferred Property and all of Assignor's right, title, and interest in, to, and under the Fee Agreement with respect to the Transferred Property, will be transferred and assigned, as of the Closing Date, to Assignee and its successors and assigns, absolutely and forever.

Section 2. Assumption. Contingent upon the Transferred Property being successfully conveyed by Assignor to Assignee on or before the Closing Date, Assignee does hereby confirm its assumption of all duties, obligations, and liabilities in and under the Fee Agreement as it pertains to the Transferred Property, as of the Closing Date, accruing on or after the Closing Date.

Section 3. Notice to the Department. Pursuant to the Fee Agreement and the FILOT Act, the Assignee certifies that Assignee will notify the South Carolina Department of Revenue of the Assignment ratified by this Agreement.

Section 4. Notices. The parties agree that the addresses to be utilized under Section 7.01 of the Fee Agreement shall hereafter be as follows:

As to Assignor:

Upstate Trade Property Owner LP
C/O Dalfen Industrial LLC
Attn: Joseph Walker, General Counsel
17304 Preston Road, Suite 550
Dallas, Texas 75252

With a copy (which shall not constitute notice) to:

Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
110 East Court Street, Suite 200
Telephone: 864.577.6362
Greenville, South Carolina 29601
E-mail: madisonfelder@parkerpoe.com

As to Assignee:

1172 Bracken Road LLC
C/O Hartz Mountain Industries, Inc.
Attn: Phillip R. Patton, Esq., Executive Vice President/General Counsel
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094
E-Mail: phil.patton@hartzmountain.com

With a copy (which shall not constitute notice) to:

Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
110 East Court Street, Suite 200
Telephone: 864.577.6362
Greenville, South Carolina 29601
E-mail: madisonfelder@parkerpoe.com

Section 5. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 8. Amendment. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 9. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10. Facsimile/Scanned Signatures. Each of the parties to this Agreement agrees that use of a fax, pdf, scanned or other electronic means of signature, and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, each pursuant to due authority, have duly executed this Agreement as to Assignment and Assumption of Fee In Lieu of Tax Agreement, all as of the Effective Date above written.

ASSIGNOR

UPSTATE TRADE CENTER PROPERTY OWNER LP,
a Delaware limited partnership

By:_____
Name: Joseph Walker
Title: Authorized Signatory

ASSIGNEE

1172 BRACKEN ROAD LLC,
a Delaware limited liability company

By:_____
Name: Phillip R. Patton
Title: Executive Vice President